

DECLARATION OF REEVE TYNDALL
Pursuant to 28 U.S.C. § 1746

I, Reeve Tyndall, hereby state that I have personal knowledge of the facts set forth below and, if called to testify, I could and would testify as follows:

1. I am a United States citizen. I work as a Senior Investigator for the Federal Trade Commission (“FTC”) in the Bureau of Consumer Protection’s Division of Marketing Practices. The Division of Marketing Practices investigates persons and entities that may be violating the FTC Act and other laws enforced by the FTC. The following declaration outlines my investigation of a business opportunity operated by Bratislav Rozenfeld and his business entities.

DEFENDANTS

2. Bratislav Rozenfeld a/k/a Steven Rozenfeld or Steve Rozen has operated various eCommerce companies since 2017. Mr. Rozenfeld goes by the moniker @KingofAMZN on social media and is personally involved in the marketing of his companies’ business opportunities. Mr. Rozenfeld is the sole officer of the following entities:

- a) **TheFBAMachine Inc.** is a New Jersey corporation formed on August 19, 2022. Bratislav Rozenfeld is the sole officer. The main business address is 78 John Miller Way, Suite 2111, Kearny, NJ 07032, which appears to be a mailbox at a co-working company called Kearny Point. TheFBAMachine, Inc. also incorporated itself in Delaware on August 31, 2022. **Attachment A** is a true and correct copy of the corporate filings.
- b) **Passive Scaling Inc.** is a New Jersey corporation formed on February 8, 2021. Bratislav Rozenfeld is the sole officer, and the main business address is Mr. Rozenfeld’s previous home address in Edgewater, NJ. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment B** is a true and correct copy of the corporate filing.

- c) **Sales.Support New Jersey Inc.** is a New Jersey corporation formed on February 8, 2021. Bratislav Rozenfeld is the sole officer, and the main business address is Mr. Rozenfeld's previous home address in Edgewater, NJ. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment C** is a true and correct copy of the corporate filing.
- d) **1HR Deliveries Inc.** is a New Jersey corporation formed on February 8, 2021. Bratislav Rozenfeld is the sole officer, and the main business address is Mr. Rozenfeld's previous home address in Edgewater, NJ. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment D** is a true and correct copy of the corporate filing.
- e) **Hourly Relief Inc.** is a New Jersey corporation formed on February 8, 2021. Bratislav Rozenfeld is the sole officer, and the main business address is Mr. Rozenfeld's previous home address in Edgewater, NJ. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment E** is a true and correct copy of the corporate filing.
- f) **3PL Logistic Automation Inc.** is a New Jersey corporation formed on February 8, 2021. Bratislav Rozenfeld is the sole officer, and the main business address is Mr. Rozenfeld's previous home address in Edgewater, NJ. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment F** is a true and correct copy of the corporate filing.
- g) **FBA Support NJ Corp.** is a New Jersey corporation formed on November 4, 2019. Bratislav Rozenfeld is the sole officer. The main business address is 7001 Anpesil Drive, North Bergen, NJ 07047 which appears to be a commercial warehouse rental company

called ReadySpace. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment G** is a true and correct copy of the corporate filing.

h) **Daily Distro LLC** is a New York corporation formed on September 14, 2017.

Attachment H is a true and correct copy of the corporate filing. The corporation uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business.

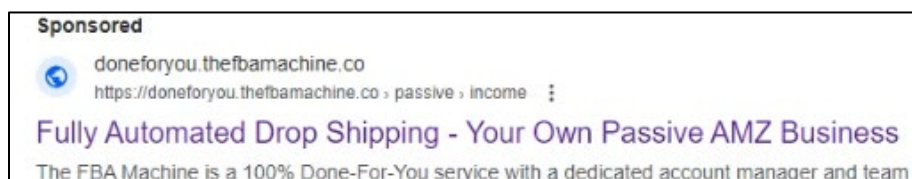
i) **FBA.Support LLC** is a New York corporation formed on January 28, 2019. **Attachment I** is a true and correct copy of the corporate filing. The corporation uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business.

j) **Closter Green Corp. d/b/a Wraith & Co.** is a New York corporation formed on September 6, 2013. Its primary business address was 3616 29th Street, Long Island City, New York 11106, which appears to be a warehouse formerly leased by Mr. Rozenfeld. The corporation also uses the address 78 John Miller Way, Suite 2111, Kearny, NJ 07032 to conduct business. **Attachment J** is a true and correct copy of the corporate filing.

k) **1800 NE 27th Corp.** is a Florida corporation formed on November 12, 2021. The corporation functions as a real estate holding company and has owned Mr. Rozenfeld's residential properties in Edgewater, NJ and Pompano Beach, FL. Bratislav Rozenfeld is the sole officer and the **Attachment K** is a true and correct copy of the corporate filing.

UNDERCOVER INVESTIGATION

3. On October 17, 2023, I visited Google.com and searched for the phrase "AI Passive Income." The search results included a sponsored advertisement for The FBA Machine:



4. I clicked on the advertisement, and it directed me to *doneforyou.fbamachine.co*. The page contained a section titled “Learn About the Program”:



5. The webpage included a link to book a call. I clicked on the link and used an undercover identity to schedule a call with an FBA machine representative.

6. On October 19, 2023, I received a call from 201-279-1822 and spoke with someone named Wes Waring at The FBA Machine. Mr. Waring asked me a few questions about myself and scheduled a Google Meet video call to go over specifics. I recorded the call. **Attachment L** is a transcript of the call.

7. On October 19, 2023, I spoke with Wes Waring at The FBA Machine via Google Meet. Mr. Waring shared a pitch deck about The FBA Machine. He told me the company was founded by Steven Rozen who goes by the “King of Amazon” on social media. Mr. Waring pitched me a ‘Done-For-You’ Amazon business opportunity: *“It would become a profit-sharing venture and essentially what we would do is we would run the store for you.”* Mr. Waring also made the following earnings claim: *“Here’s our guarantee, again, to get you to 10K in revenue by month number three. Your profit on that will be somewhere between \$2,000 and \$3,000, just depending on what you’re selling.”*

8. The FBA Machine's Accelerator program started at \$6,900 with a chance to be 'invited' into the Done-For-You program after 90 days. Mr. Waring told me the next step would be to make the initial payment and sign a service contract. Mr. Waring did not provide me any disclosure document in compliance with the FTC's Business Opportunity Rule before he requested payment. I asked Mr. Waring to send me a copy of the service contract and pitch deck for me to review and then ended the meeting. I recorded the meeting. **Attachment M** is a true and correct copy of the transcript of the call.

9. On October 19, 2023, I received an email from Mr. Waring at wes[[@](mailto:wes@thefbamachine.com)]thefbamachine.com with a copy of the pitch deck. **Attachment N** is a true and correct copy of the pitch deck which included information about their "AI Powered Repricing Tool" offered through Sales.Support. I also received an email from Wendy Franco at wendy[[@](mailto:wendy@thefbamachine.com)]thefbamachine.com with a copy of the service contract for the accelerator program, which was the Done-With-You program. **Attachment O** is a true and correct copy of the contract.

10. On January 30, 2024, I visited the Facebook Ad Library at facebook.com/ads/library/. The Ad Library contains paid advertisements on Meta's social media platforms, including Facebook and Instagram. The library contained the following ad for The FBA Machine with a banner that read "We build fully automated Amazon FBA stores":



11. I clicked on the “Book Now” link, and the advertisement directed me to the webpage *thefbamachine.co/booking-page-automation-fb*. The page contained a form to fill out and a request for a call to learn more. I completed the form using an undercover identity and scheduled a call to speak with a representative.

12. On January 30, 2024, I received a call from 973-846-1816 and spoke to Melissa from the FBA Machine who asked me a few questions and scheduled an appointment for me to speak with someone about the program. I recorded the call. **Attachment P** is a true and correct copy of the transcript of the call. Melissa also made the following statements during the call:

“We have a done-for-you program or a done-with-you program.... We’ll take care of everything from A to Z for you, opening the store, getting the supplies, getting the suppliers and distributors, any logistics, packaging, labeling, sending over to be fulfilled by Amazon. We do all of that for you.”

“...We’ve been doing this since 2014, so almost 10 years, so pretty good -- a pretty long time, and Steven has -- we’ve seen, like, the establishment of over 250 stores, and these stores are making 5,000, 10,000, 100,000 per month. It all depends on the store, as I said, and what’s going on with that person and how much they are investing. We’ve been seeing that.”

13. On February 2, 2024, I spoke with Wendy Franco at The FBA Machine via Google Meet. Ms. Franco asked me a few questions about myself and spoke about the Done-For-You program. Ms. Franco then set up a follow up Google Meeting. I recorded the meeting. **Attachment Q** is a true and correct transcript of the call. Ms. Franco made the following statements on the call:

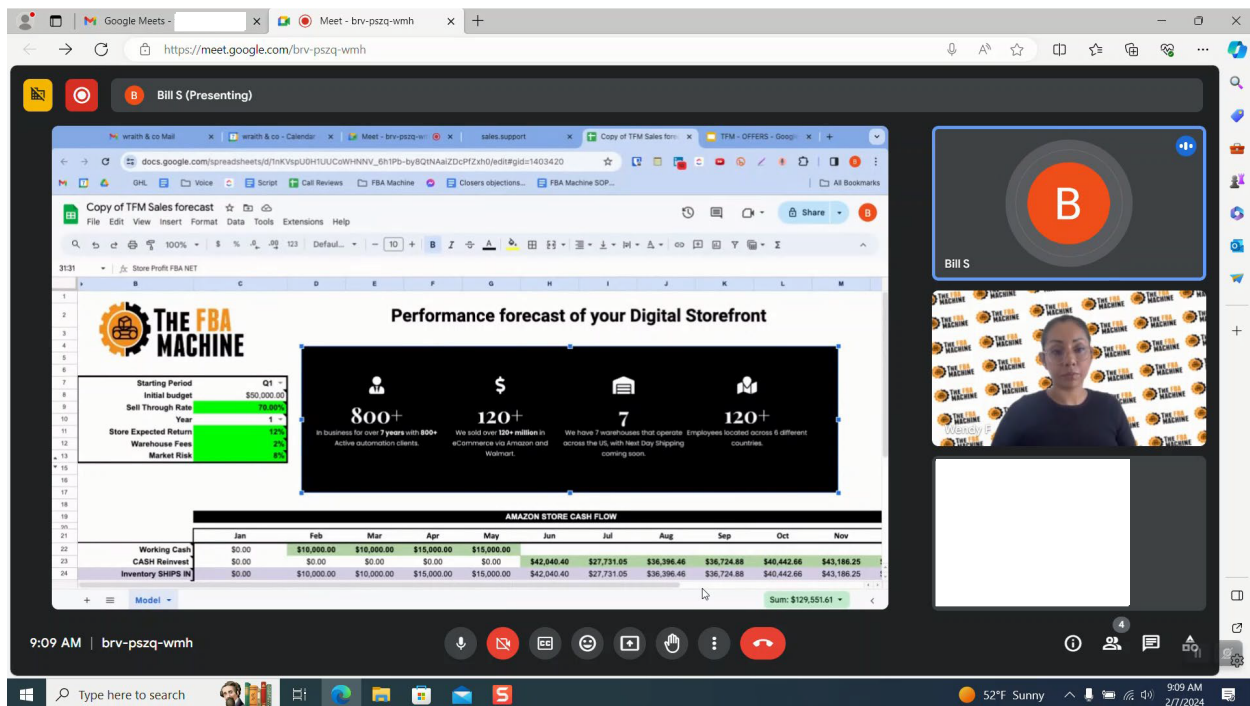
“Our CEO, Steven, which is who you’ll be -- he’ll pretty much be managing your store for you, because he manages the done-for-you model stores, he’s pretty much generated over \$120 million in sales on Amazon. His own store, when he started from scratch years ago, he was able to get his store to a million dollars a month in revenue in three years.”

“We have clients making 10K months. We have clients making \$100,000 a month. We have a client making a million dollars a month in profit.”

14. On February 2, 2024, I received an email from wendy[*@*]thefbamachine.com with a pitch deck for the Done-For-You program. **Attachment R** is a true and correct copy of the pitch deck.

15. On February 3, 2024, I received an email from steven[[@](mailto:steven@thefbamachine.com)]thefbamachine.com with a proposal that contained detailed information about the Done-For-You program and a service agreement contract for the Done-For-You program. The contract contained a non-disparagement clause. **Attachment S** is a true and correct copy of the proposal and contract.

16. On February 7, 2024, I spoke with Wendy Franco via Google Meet. Ms. Franco introduced me to someone named Bill S., a “Senior Business Advisor” at FBA Machine, who could go over financial projections for my Done-For-You Amazon business but added that FBA Machine would still do “99% of the work” if I chose the Done-With-You option. During the meeting, Bill S. shared a spreadsheet titled “Performance forecast of your Digital Storefront”:




The screenshot shows a Google Meet window with a screen share of a Google Sheet titled 'Copy of TFM Sales forecast'. The spreadsheet displays a cash flow model for an Amazon store, with columns for months from January to November. The 'AMAZON STORE CASH FLOW' section includes rows for Working Cash, Cash In Received, Inventory SHIPS IN, Inventory total - cost, Inventory @ Amazon, LIFO Inventory, Gross Revenue - FBA sales, Cost of Goods - sold, Store Profit FBA NET, ROI (Investment-ROI), Amazon Fees, Warehouse Fees, Management Fee, and Clients Profit. The data is color-coded by row, with green for positive values and red for negative values. The meeting interface shows a participant named 'Bill S.' in a video feed on the right, and the time is 9:13 AM.

This screenshot is a continuation of the Google Meet session, showing the same spreadsheet at a later time, 9:24 AM. The screen share displays the 'AMAZON STORE CASH FLOW' spreadsheet, which now includes data for the month of December. The spreadsheet shows a total profit of \$42,104.27 for the year. The meeting interface shows the participant 'Bill S.' in a video feed on the right, and the time is 9:24 AM.

17. Bill S.'s screenshare indicated he used an email account under 'Wraith & Co.' and had bookmarked various Google documents titled 'Script,' 'Call Reviews,' 'Closers objections,' and 'FBA Machine SOP'. I recorded the meeting. **Attachment T** is a true and correct transcript of the call.

18. On February 7, 2024, I received an email from Ms. Franco with the Done-With-You contract. **Attachment U** is a true and correct copy of the Done-With-You contract. Ms. Franco did not provide me with any disclosure document in compliance with the FTC's Business Opportunity Rule before she requested payment.

19. In March 2024, the FBA Machine Facebook account ran two advertisements with the tag line "Looking to get sales on Amazon? We build fully automated Amazon FBA stores":

 **The FBAmachine**
Sponsored
Automation Amazon Business



THEFBAMACHINE.CO/

Looking to get sales on Amazon? We build fully automated Amazon FBA stores.

Looking to get sales on Amazon? Partnership with theFBAmachine gives you: - We'll Launch, Manage & Scale your own Amazon Store! - Don't want to do the heavy lifting of launching a business? We do 100% automated business. -Not sure if we can bring results? We've...

Book Now

 **The FBAmachine**
Sponsored

Boost your online store hassle-free! 🚀



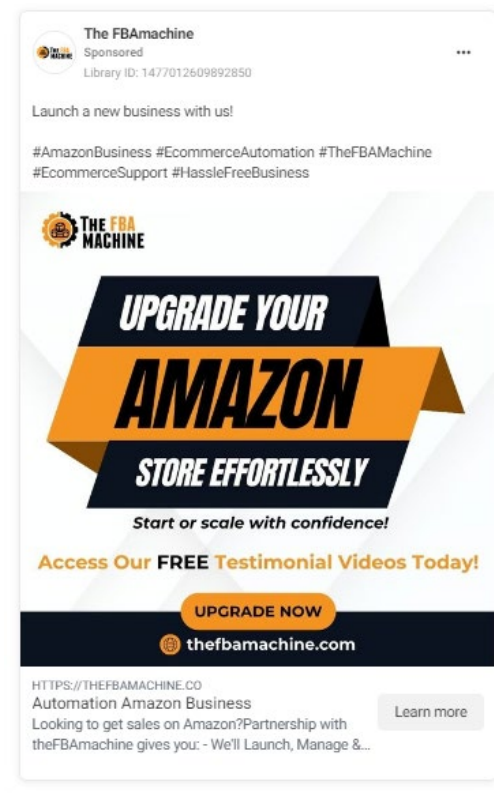
THEFBAMACHINE.CO/

Looking to get sales on Amazon? We build fully automated Amazon FBA stores.

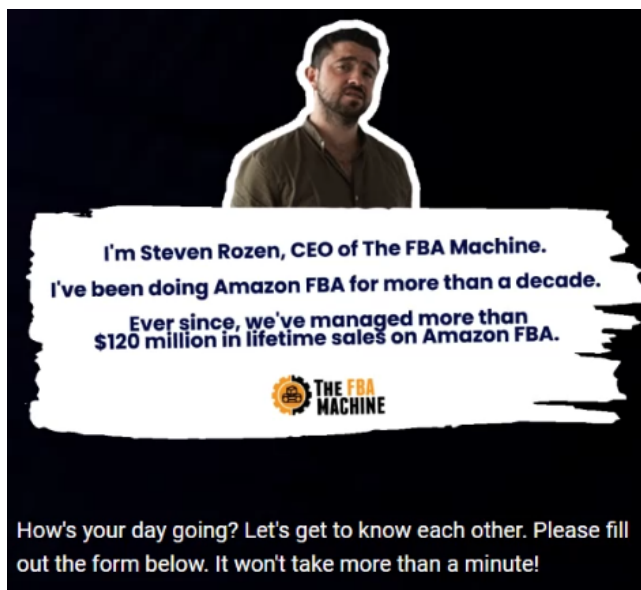
Looking to get sales on Amazon? Partnership with theFBAmachine gives you: - We'll Launch, Manage & Scale your own Amazon Store! - Don't want to do the heavy lifting of launching a business? We do EVERYTHING for You, its 100% automated. -Not sure if we can bring...

Book Now

20. In May 2024, the The FBAMachine Facebook account ran an ad with a banner that read “Launch a new business with us!”:



21. On May 7, 2024, I clicked on the advertisement, and it directed me to a webpage form to schedule a call to learn more. Below is a screenshot of the top of the form:



22. On May 7, 2024, I received a call from 973-846-1816 and spoke with someone named Tia from the FBA Machine. Tia asked me a few questions about myself and scheduled me to speak with Wes Waring. Tia also confirmed that FBA Machine's office address was on '78 John Miller Way,' which is a 3rd-party co-working space operated by a company called Kearny Point.

23. On May 7, 2024, I received an email from Wes Waring at wes[[@](mailto:wes@thefbamachine.com)]thefbamachine.com. Mr. Waring sent me the same pitch deck he sent during a previous undercover interaction (*see Attachment N*) Mr. Waring also provided the following address: 2011 8th St., Ste. 103, North Bergen, NJ 07047. The address appears to be a small, refrigerated room in a larger warehouse operated by a company called Amaro Food, Inc.

24. On May 28, 2024, I received a follow up call and text message from Mr. Waring inquiring if I wanted to schedule a call. As of May 30, 2024 FBA Machine is still advertising on social media, and the website fbamachine.co appears to be accepting new consumers.

PASSIVE SCALING

25. During my investigation, I used the Internet Archive to examine the website passivescaling.com, which was a predecessor to FBA Machine. The Internet Archive is a 501(c)(3) non-profit organization that captures and catalogues websites. The Internet Archive provides free, public access to its library at [Archive.org/web](https://archive.org/web).

26. The Internet Archive captured PassiveScaling.com approximately 15 times between September 17, 2021, and December 5, 2023. **Attachment V** is a true and correct copy of the website as it appeared on or about September 17, 2022, the earliest date available to capture the website. The website is currently offline.

27. I compared the Internet Archive capture of PassiveScaling.com with TheFBAMachine.co website I visited during my undercover investigation. The two websites appear to have nearly

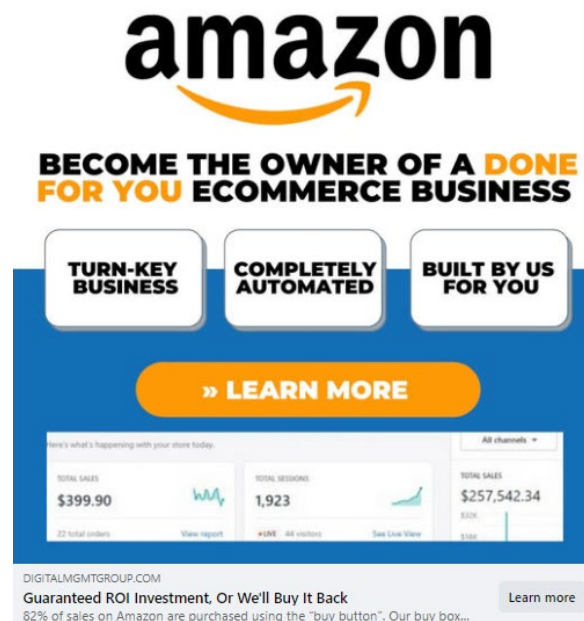
identical sections. The “About” section is identical except for the names of the companies. The “Testimonials” section is identical except for the names of the companies and consumers. The “Results” section contains identical screenshots of sales figures. Both websites also included video testimonials that appear to be identical. According to the site metadata, the videos were posted between 2020 and 2022. One testimonial for FBA Machine includes Mr. Rozenfeld on a Zoom for “Passive Scaling.” **Attachment W** is a true and correct comparison of each website.

OPTIMIZE DIGITAL

28. On July 19, 2021, a YouTube channel called Optimize Digital posted a video titled “eCommerce Automation Warehouse Tour.” Optimize Digital is a defunct consumer marketing company based in Irvine, CA. The video featured Mr. Rozenfeld giving Optimize Digital representatives a tour of his Amazon warehouse in Los Angeles. I recorded the video.

Attachment X is a true and correct transcript of the video.

29. On or about July 29, 2021, Optimize Digital ran a Facebook advertisement for a “Done For You Ecommerce Business.” The company also posted the advertisement link on their Instagram and YouTube pages. Below is a screenshot of this advertisement:



30. The advertisements linked to the website digitalmgmtgroup.com, which is no longer active. However, the Internet Archive captured the site 9 times between December 2021 and December 2023. **Attachment Y** is a true and correct copy of the website as of March 9, 2022.

31. During my investigation, I received a video called “Optimize Digital - Live QA 8-31-21” from a consumer. A true and correct transcript of the video is **Attachment Z**. During this video and in other marketing material, Optimize Digital representatives made the following earnings claims about the Amazon FBA business opportunity:

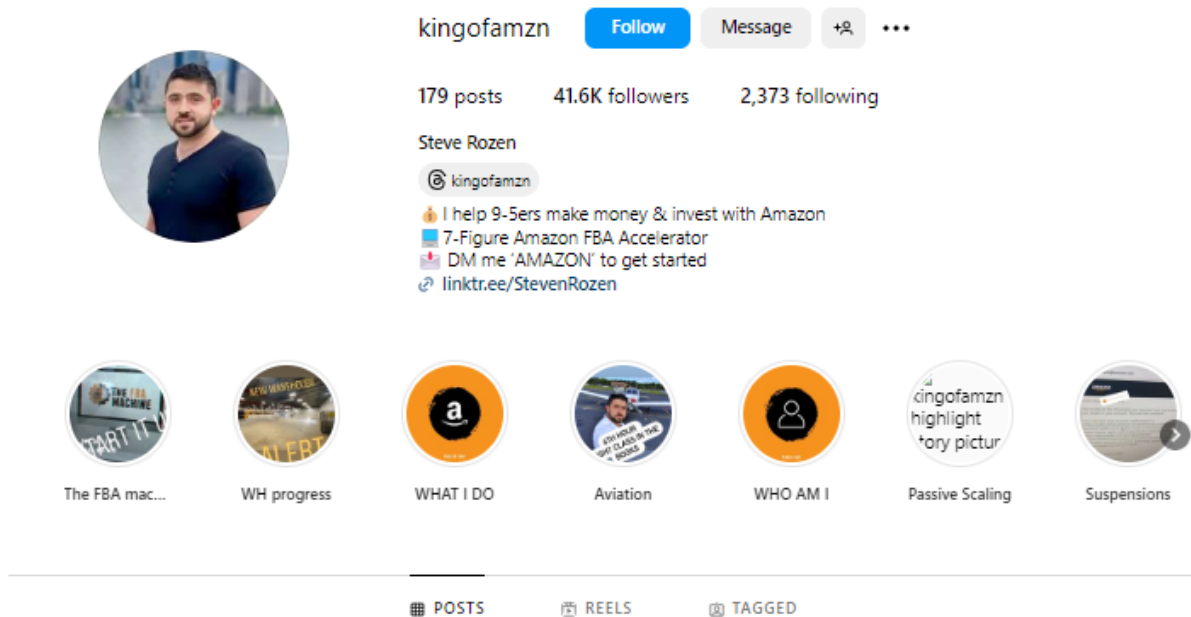
“20% return on investment”

“We are talking about five figures per month in pure profit!”

“\$1.3 million average gross revenue in first two years”

SOCIAL MEDIA

32. During my undercover investigation, FBA Machine representatives directed me to Mr. Rozenfeld’s Instagram page @kingofamzn. Mr. Rozenfeld appears to use this account to advertise his various business ventures. Below is a screenshot of his page as of May 6, 2024:



33. The Instagram page contains highlight reels for The FBA Machine and Passive Scaling. It also has a reel about various customer stores that were suspended by Amazon. The Instagram page also has hyperlinks to the following company websites: Sales.Support, FBA.Support, and TheFBAMachine.com.

34. Mr. Rozenfeld appears to have also posted the same marketing material on multiple social media platforms, including TikTok and YouTube.

35. **Attachment AA** contain true and correct copies of selected posts on Mr. Rozenfeld's Instagram page.

GODADDY / DOMAINS BY PROXY CID RESPONSES

36. During my investigation, I examined documents that GoDaddy provided to the FTC pursuant to a Civil Investigative Demand. GoDaddy provides website registration. According to GoDaddy, the Defendants' registered the following websites. Mr. Rozenfeld paid for these domains with a credit card belonging to him and his wife, Amanda Rozenfeld.

DOMAIN	REGISTRATION DATE	REGISTRATION CONTACT	REGISTRATION EMAIL
wraithco.com	6/27/2015	Steven R	mgmt@wraithco.com
fba.support	8/28/2016	Steven R	mgmt@wraithco.com
fbm.support	11/18/2016	Steven R	mgmt@wraithco.com
dailydistro.com	9/7/2017	Steven R	mgmt@wraithco.com
passivescaling.com	2/23/2021	Steven Rozen	nikola@sales.support
3plautomations.com	2/23/2021	Steven Rozen	nikola@sales.support
1hrdelivery.com	2/23/2021	Steven Rozen	nikola@sales.support
hourlyrelief.com	2/23/2021	Steven Rozen	nikola@sales.support
repricer.support	12/21/2022	Steven Rozen	nikola@sales.support
thefbamachine.co	3/9/2023	Steven Rozen	nikola@sales.support
wraithco.com	6/27/2015	Bratislav Rozenfeld	[REDACTED GMAIL ADDRESS]
sales.support	11/8/2019	Bratislav Rozenfeld	[REDACTED GMAIL ADDRESS]
jetfone.com	1/25/2003	Steven R	steven@thefbamachine.com
llcfunds.com	9/6/2016	Steven R	steven@thefbamachine.com

DomainsByProxy provides website privacy services, and GoDaddy provided details on websites registered to Mr. Rozenfeld that were privacy protected. This means that if someone tried to

look up the registrant of the website, it would only show the name DomainsByProxy and not the person who registered the website. Mr. Rozenfeld purchased privacy protection from DomainsByProxy when he registered websites and domains *TheFBAMachine.co* and *Sales.support* are currently privacy protected.

STRIPE CID RESPONSE

37. During my investigation, I examined documents that Stripe provided the FTC pursuant to a Civil Investigative Demand. Stripe provides payment processing services. Stripe produced documents on four accounts. Stripe also produced correspondence that detailed chargeback and other issues. Below is a summary of these accounts, and **Attachment BB** is a true and correct copy of the correspondence produced by Stripe.

Open Date	Legal Name	Trade Name	Website	Contact	Contact Email
2017-08-04	Closter Green Corp	FBA.support	fba.support	Bratislav Rozenfeld	steven@fba.support
2018-02-07	Daily Distro LLC	Daily Distro LLC	http://www.dailydistro.com	Bratislav Rozenfeld	steven@dailydistro.com
2019-11-12	FBASUPPORT LLC	Sales. sup	Sales.Support	Amanda Rozenfeld	steven@sales.support
2020-09-16	daily distro llc	DailyDistr	Dailydistro.com	Amanda Rozenfeld	steve@dailydistro.com

- A) In January 2020, Stripe terminated the FBA Support account because the overall dispute rate was 10.6%, exceeding the 1% threshold.
- B) In February 2021, after notifying Rozenfeld about his account termination, Stripe notified Wells Fargo that Stripe terminated an FBA Support account (using the url *sales.support*) for excessive chargebacks. This resulted in its addition to Mastercard's Member Alert to Control High-risk Merchants ("MATCH") list, which identifies terminated merchants and the reason for termination.

WALMART CID RESPONSE

38. During my investigation, I examined documents produced by Walmart pursuant to a Civil Investigative Demand issued by the FTC. Unlike with Amazon eCommerce storefronts, Passive

Scaling set up clients' Walmart stores using the clients' unique business name, making it difficult to ascertain information on these stores.

CONSUMER COMPLAINTS

39. During my investigation, the FTC received consumer complaints against Passive Scaling from the Better Business Bureau. As of May 30, 2024, the BBB has received 13 complaints against Passive Scaling. The BBB forwarded these complaints to Mr. Rozenfeld's home address in Edgewater, NJ and/or his business address in North Bergen, NJ. Passive Scaling did not respond to any of the complaints. And one complaint was withdrawn by the complainant. The BBB gave Passive Scaling an F Rating for its failure to respond to complaints. The FTC received an additional 24 complaints directly from consumers.

LITIGATION

40. During my investigation, I discovered that Mr. Rozenfeld and his various companies were involved in multiple lawsuits filed by consumers and his competitors. **Attachment CC** are true and correct copies of selected court filings.

A) There are at least seven consumer lawsuits filed against Passive Scaling. There are default judgements against Passive Scaling in three cases (Genes, Craig, and Rojas). Passive Scaling failed to appear in arbitration and pay the arbitration award in the Monaghan case. Passive Scaling failed to pay an arbitration award in the Genes case.

Plaintiff(s)	Defendant(s)	Date Commenced	Venue	Docket Number
Monaghan, James	Passive Scaling	3/8/2024	Bergen County, NJ	L001486-24
Genes, Mathew	Passive Scaling	2/13/2024	Camden Cty, NJ	L000465-24
Wegener, James	Passive Scaling	10/12/2023	Pinellas Cnty., Fla.	23-8716-CI
BA Enterprise, Inc.	Passive Scaling, Rozenfeld	10/5/2023	Miami-Dade Cnty., Fla.	2023-137620-CC-23
Craig, Kenny	Passive Scaling	6/27/2023	Hudson Cnty., NJ	L002343-23
Hester, Darryl	Passive Scaling	3/7/2023	Bergen Cnty., NJ	L001246-23
Rojas, Lynn	Passive Scaling	8/2/2022	Essex Cnty., NJ	L004500-22

B) **Valiant Consultants Inc. v. FBA Support LLC, 2:21-cv-12047 (D.N.J. June 2, 2021) -**

In June 2021, one of FBA Support's e-commerce management company partners sued FBA

Support and Rozenfeld for fraudulent inducement and misrepresentation. According to the complaint, they made false promises about managing Amazon stores for clients, their ability to source products, their ability to store and process inventory in their warehouse, and the number and experience of employees who service the e-commerce stores. The case appears to have settled in July 2023.

COMMON ENTERPRISE

41. During my investigation, I examined bank documents the FTC received pursuant to Civil Investigative Demands. My colleague, Tyler Broome, summarized 19 corporate accounts controlled by the Defendants (see PX 18). Mr. Rozenfeld was the sole signatory on all 19 corporate bank accounts. Mr. Rozenfeld used the same 3rd-party co-working address - 78 John Miller Way, Suite 2111, Kearny, New Jersey 07032 – to open bank accounts for the following Corporate Defendants: Sales.Support New Jersey Inc., 1HR Deliveries Inc., 3PL Logistic Automation Inc., FBA Support NJ Corp., and Daily Distro LLC. Mr. Rozenfeld also used his previous home address in Edgewater, NJ on multiple corporate bank accounts.

42. According to documents the FTC obtained from GoDaddy, corporate website domains were all created by Mr. Rozenfeld and managed interchangeably. The domains *DailyDistro.com* and *FBA.Support* are managed using the email address *mgmt.[@]wraithco.com*. The domains *PassiveScaling.com*, *3PLAutomations.com*, *1HrDelivery.com*, *HourlyRelief.com*, and *TheFBAMachine.co* are all managed by the email address *nikola[@]sales.support*.

43. According to documents the FTC obtained from Stripe, a payment processor, corporate entities processed payments on behalf of other corporate entities. Closter Green Corp. processed payments for FBA.Support and FBA.Support LLC processed payments for Sales.Support.

44. According to documents the FTC obtained from Plastiq, a payment processor, Mr. Rozenfeld set up an account for 1Hour Delivery on May 13, 2021. Mr. Rozenfeld subsequently attempted to use this account to accept consumer inventory payments for Passive Scaling and The FBA Machine. Consumers often disputed these payments for missing or damaged inventory. In one case, a consumer disputed the payment and wrote, “It was for stocking inventory that 1HR Deliveries sends to Passive Scaling for Amazon store fulfillment. Orders are delivered within 4 weeks and this one shipment never arrived.”

45. During my undercover investigation, I learned that sales representatives appeared to work for multiple Corporate Defendants. Both Mr. Waring and Ms. Franco represented The FBA Machine but pitched me services provided by Sales.Support. During Bill S.’s presentation for The FBA Machine, his Internet Browser had a tab for a Wraith & Co. Google calendar and Sales.Support. Consumer declarants also interacted with representatives that appeared to work for multiple corporate entities. Consumers reported the following overlap:

Representative	Email Address	Source
Jerdonna	jerdonna@passivescaling.com	PX 1; PX 3; PX 4; PX 6; PX 7; PX 8; PX 9; PX 12; PX 13; PX 14
	support@mail.salessupport.ladesk.com	PX 6; PX 8; PX 10; PX 12
	Jerdonna@hourlyrelief.com	PX 8; PX 9; PX 14
Toni	support@mail.salessupport.ladesk.com	PX 2
	toni@passivescaling.com	PX 2; PX 8
Sherica	Sherica@hourlyrelief.com	PX 2
	Sherica@passivescaling.com	PX 6; PX 7; PX 8; PX 12; PX 13
	support@mail.salessupport.ladesk.com	PX 6
Steven	info@sales.support	PX 2
	steven@dailydistro.com	PX 5; PX 13
	steven@passivescaling.com	PX 6; PX 8
	sales@passivescaling.com	PX 7; PX 12; PX 13
	steven@sales.support	PX 8
	steven@fba.support	PX 10
Tatiana	steven@wraithco.com	PX 10
	Tatiana@sales.support	PX 2; PX 8; PX 10
	support@mail.salessupport.ladesk.com	PX 7; PX 8; PX 10; PX 13
Trudy	Tatiana@passivescaling.com	PX 7; PX 8; PX 10; PX 13; PX 15
	Trudy@passivescaling.com	PX 6; PX 8; PX 12; PX 13
	support@mail.salessupport.ladesk.com	PX 6; PX 7
Kycheree	support@mail.salessupport.ladesk.com	PX 6; PX 7
	orders@passivescaling.com	PX 6
Amanada Peremen	amanada@passivescaling.com	PX 7
	sales@passivescaling.com	PX 8; PX 13
Glydel	glydel@hourlyrelief.com	PX 14
	support@mail.salessupport.ladesk.com	PX 14

BRATISLAV ROZENFELD'S CURRENT LOCATION

46. During my investigation, I learned that Mr. Rozenfeld sold his residence in Edgewater, NJ. Mr. Rozenfeld has also listed his residence in Pompano Beach, FL for sale for \$1.6 million. The property appears to be vacant and staged for house tours. Using his social media posts and corporate marketing material, I was able to locate him in Miami, FL as of May 2024. It appears he may be living in a condo owned by his mother-in-law in Miami, FL.

PASSIVE SCALING PITCH DECK AND VIDEO

47. During my investigation, a consumer provided the FTC a link to Passive Scaling's pitch deck on the file sharing site Visme.com. The consumer indicated that a Passive Scaling representative sent him the hyperlink. The pitch deck contained a short video on slide 8 of 11. **Attachment DD** is a copy of the pitch deck and a transcript of the video.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 30, 2024.



Reeve Tyndall

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

THEFBAMACHINE INC
0450851950

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 08/19/2022 and was assigned identification number 0450851950. Following are the articles that constitute its original certificate.

1. **Name:**
THEFBAMACHINE INC
 2. **Registered Agent:**
BRATISLAV ROZENFELD
 3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 4. **Business Purpose:**
ONLINE SALES
 5. **Duration:**
PERPETUAL
 6. **Stock:**
200
 7. **Effective Date of this filing is:**
08/19/2022
 8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 10. **Main Business Address:**
78 JOHN MILLER WAY
SUITE 2111
KEARNY, NEW JERSEY 07032
- Signatures:**
BRATISLAV ROZENFELD
INCORPORATOR

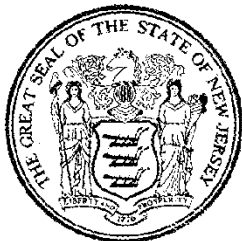
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

THEFBAMACHINE INC
0450851950



Certificate Number : 4181839813

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
19th day of August, 2022*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF DISSOLUTION BEFORE COMMENCING BUSINESS

Title N.J.S.A 14A:12-2

THEFBAMACHINE INC
0450851950

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Profit Corporation did on the 31st of August, 2022, file and record in this department a Certificate Relative to Dissolution in the home state, hereby terminating existence on the 31st of August, 2022.

1. Name:

THEFBAMACHINE INC

2. Registered Agent:

BRATISLAV ROZENFELD

3. Registered Office:

EDGEWATER, NJ, [REDACTED]

4. Name and Address of Incorporator and Directors:

BRATISLAV ROZENFELD, OTHER

EDGEWATER, NJ, [REDACTED]

Said corporation has not commenced business/activity and has issued no shares, and has no debts or other liabilities.

Said corporation has received no payments or subscriptions to its shares, or, if it has received such payments, that it has returned them to those entitled thereto, less any part thereof disbursed for expenses.

The sole Incorporator or Director, if there is only one, or both Incorporators or Directors, if there are only two, or a majority of the Incorporators or Directors, if there are more than two, has or have elected that the corporation be dissolved.

Signature and Title

BRATISLAV ROZENFELD, Incorporator

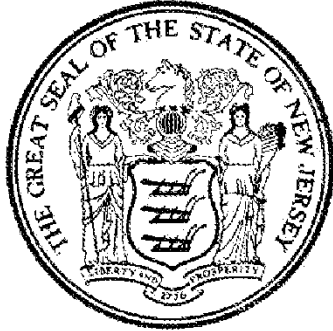
Continued on next page...

Page 1 of 2

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
CERTIFICATE OF DISSOLUTION BEFORE COMMENCING BUSINESS**

Title N.J.S.A 14A:12-2

THEFBAMACHINE INC
0450851950



*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
31st day of August, 2022*

A handwritten signature in black ink, appearing to read 'Elizabeth Maher Muoio'.

Certificate Number : 2658552262
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

Elizabeth Maher Muoio
State Treasurer

Delaware.gov

Governor | General Assembly | Courts | Elected Officials | State Agencies



Department of State: Division of Corporations

[Allowable Characters](#)[HOME](#)

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

<u>File Number:</u>	7000983	<u>Incorporation Date / Formation Date:</u>	8/31/2022 (mm/dd/yyyy)
<u>Entity Name:</u>	THEFBAMACHINE INC		
<u>Entity Kind:</u>	Corporation	<u>Entity Type:</u>	General
<u>Residency:</u>	Domestic	<u>State:</u>	DELAWARE

REGISTERED AGENT INFORMATION

<u>Name:</u>	NATIONAL REGISTERED AGENTS, INC.		
<u>Address:</u>	1209 ORANGE STREET		
<u>City:</u>	WILMINGTON	<u>County:</u>	New Castle
<u>State:</u>	DE	<u>Postal Code:</u>	19801
<u>Phone:</u>	302-658-7581		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

For help on a particular field click on the Field Tag to take you to the help area.

[site map](#) | [privacy](#) | [about this site](#) | [contact us](#) | [translate](#) | [delaware.gov](#)

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

PASSIVE SCALING INC
0450602727

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602727. Following are the articles that constitute its original certificate.

1. **Name:**
PASSIVE SCALING INC
 2. **Registered Agent:**
BRATISLAV ROZENFELD
 3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 4. **Business Purpose:**
SOFTWARE
 5. **Duration:**
PERPETUAL
 6. **Stock:**
200
 7. **Effective Date of this filing is:**
02/08/2021
 8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 10. **Main Business Address:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
- Signatures:**
BRATISLAV ROZENFELD
INCORPORATOR

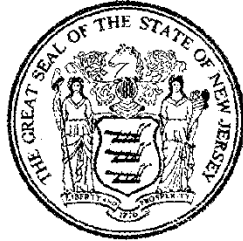
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

PASSIVE SCALING INC
0450602727



Certificate Number : 4126816471

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
8th day of February, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

SALES.SUPPORT NEW JERSEY INC
0450602738

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602738. Following are the articles that constitute its original certificate.

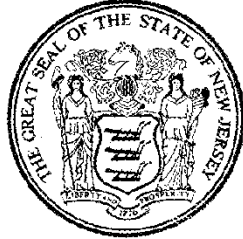
1. **Name:**
SALES.SUPPORT NEW JERSEY INC
 2. **Registered Agent:**
BRATISLAV ROZENFELD
 3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 4. **Business Purpose:**
SOFTWARE
 5. **Duration:**
PERPETUAL
 6. **Stock:**
200
 7. **Effective Date of this filing is:**
02/08/2021
 8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 10. **Main Business Address:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
- Signatures:**
BRATISLAV ROZENFELD
INCORPORATOR

Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)
SALES.SUPPORT NEW JERSEY INC
0450602738



Certificate Number : 4126818982

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
8th day of February, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

1HR DELIVERIES INC
0450602744

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602744. Following are the articles that constitute its original certificate.

1. **Name:**
1HR DELIVERIES INC
 2. **Registered Agent:**
BRATISLAV ROZENFELD
 3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 4. **Business Purpose:**
SOFTWARE
 5. **Duration:**
PERPETUAL
 6. **Stock:**
200
 7. **Effective Date of this filing is:**
02/08/2021
 8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 10. **Main Business Address:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
- Signatures:**
BRATISLAV ROZENFELD
INCORPORATOR

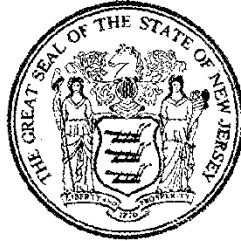
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

1HR DELIVERIES INC
0450602744



Certificate Number : 4126820246

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
8th day of February, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

HOURLY RELIEF INC
0450602752

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602752. Following are the articles that constitute its original certificate.

1. **Name:**
HOURLY RELIEF INC
2. **Registered Agent:**
BRATISLAV ROZENFELD
3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
4. **Business Purpose:**
SOFTWARE
5. **Duration:**
PERPETUAL
6. **Stock:**
200
7. **Effective Date of this filing is:**
02/08/2021
8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
10. **Main Business Address:**
[REDACTED]

Signatures:

BRATISLAV ROZENFELD
INCORPORATOR

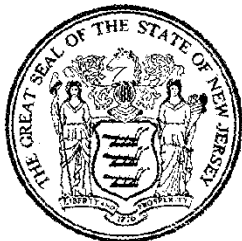
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

HOURLY RELIEF INC
0450602752



Certificate Number : 4126821805

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
8th day of February, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES**CERTIFICATE OF INC, (PROFIT)****3PL LOGISTIC AUTOMATION INC**
0450602732

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 02/08/2021 and was assigned identification number 0450602732. Following are the articles that constitute its original certificate.

1. **Name:**
3PL LOGISTIC AUTOMATION INC
 2. **Registered Agent:**
BRATISLAV ROZENFELD
 3. **Registered Office:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 4. **Business Purpose:**
SOFTWARE
 5. **Duration:**
PERPETUAL
 6. **Stock:**
200
 7. **Effective Date of this filing is:**
02/08/2021
 8. **First Board of Directors:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 9. **Incorporators:**
BRATISLAV ROZENFELD
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
 10. **Main Business Address:**
[REDACTED]
EDGEWATER, NEW JERSEY [REDACTED]
- Signatures:**
BRATISLAV ROZENFELD
INCORPORATOR

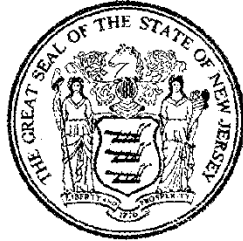
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

3PL LOGISTIC AUTOMATION INC
0450602732



Certificate Number : 4126817501

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCertJSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
8th day of February, 2021*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

**FBA SUPPORT NJ CORP.
0450433209**

The above-named DOMESTIC PROFIT CORPORATION was duly filed in accordance with New Jersey State Law on 11/04/2019 and was assigned identification number 0450433209. Following are the articles that constitute its original certificate.

1. **Name:**
FBA SUPPORT NJ CORP.
2. **Registered Agent:**
NATIONAL REGISTERED AGENTS, INC. OF NJ
3. **Registered Office:**
820 BEAR TAVERN ROAD
WEST TRENTON,, NEW JERSEY 08628
4. **Business Purpose:**
SOFTWARE
5. **Duration:**
PERPETUAL
6. **Stock:**
200
7. **Effective Date of this filing is:**
11/04/2019
8. **First Board of Directors:**
BRATISLAV ROZENFELD
7001 ANPESIL DR.
NORTH BERGEN , NEW JERSEY 07047
9. **Incorporators:**
BRATISLAV ROZENFELD
7001 ANPESIL DR
NORTH BERGEN , NEW JERSEY 07047
10. **Main Business Address:**
7001 ANPESIL DR.
NORTH BERGEN, NEW JERSEY 07047-4503

Signatures:

BRATISLAV ROZENFELD
INCORPORATOR

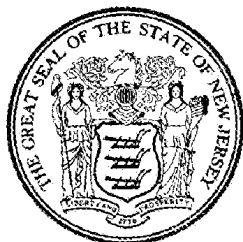
Continued on next page ...

Page 1 of 2

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF INC, (PROFIT)

FBA SUPPORT NJ CORP.
0450433209



Certificate Number : 4089952886

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
4th day of November, 2019*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

*Elizabeth Maher Muoio
State Treasurer*

Department of State Division of Corporations

Entity Name History

[Return to Results](#)[Return to Search](#)

Entity Details

^

ENTITY NAME: DAILY DISTRO LLC

DOS ID: 5202438

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 09/14/2017

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 09/14/2017

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: PAST DUE DATE

COUNTY: QUEENS

NEXT STATEMENT DUE DATE: 09/30/2019

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

ENTITY DISPLAY

NAME HISTORY

FILING HISTORY

MERGER HISTORY

ASSUMED NAME HISTORY

Search

File Date	Document Type	Entity Name	File Number
09/14/2017	ARTICLES OF ORGANIZATION	DAILY DISTRO LLC	170914010521

Rows per page: 5 1-1 of 1 < >

DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

ONLINE FILING RECEIPT

=====

ENTITY NAME: DAILY DISTRO LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM. LLC)

COUNTY: QUEE

=====

FILED:09/14/2017 DURATION:***** CASH#:170914010521 FILE#:170914010521
DOS ID:5202438

FILER:

EXIST DATE

DELANEY CORPORATE SERVICES, LTD.
99 WASHINGTON AVE.
STE. 805A
ALBANY, NY 12210

09/14/2017

ADDRESS FOR PROCESS:

THE LIMITED LIABILITY COMPANY
36-16 29TH STREET
LONG ISLAND CITY, NY 11106

REGISTERED AGENT:



The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the Biennial Statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY: DELANEY CORPORATE SERVICES, LTD.-30
SERVICE CODE: 30

FEE:	210.00	PAYMENTS	210.00
-----		-----	
FILING:	200.00	CHARGE	0.00
TAX:	0.00	DRAWDOWN	210.00
PLAIN COPY:	0.00		
CERT COPY:	10.00		
CERT OF EXIST:	0.00		

=====

DOS-1025 (04/2007)

Authentication Number: 1709140466 To verify the authenticity of this document you may access the Division of Corporation's Document Authentication Website at

STATE OF NEW YORK**DEPARTMENT OF STATE**

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
September 14, 2017.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", written over a horizontal line.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

Rev. 06/07

**ARTICLES OF ORGANIZATION
OF
Daily Distro LLC**

Under Section 203 of the Limited Liability Company Law

THE UNDERSIGNED, being a natural person of at least eighteen (18) years of age, and acting as the organizer of the limited liability company hereby being formed under Section 203 of the Limited Liability Company Law of the State of New York certifies that:

FIRST: The name of the limited liability company is:

Daily Distro LLC

SECOND: To engage in any lawful act or activity within the purposes for which limited liability companies may be organized pursuant to Limited Liability Company Law provided that the limited liability company is not formed to engage in any act or activity requiring the consent or approval of any state official, department, board, agency, or other body without such consent or approval first being obtained.

THIRD: The county, within this state, in which the office of the limited liability company is to be located is QUEENS.

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

THE LIMITED LIABILITY COMPANY
36-16 29th Street
Long Island City, NY 11106

FIFTH: The existence of the limited liability company shall begin upon filing of these Articles of Organization with the Department of State.

SIXTH: The limited liability company shall have a perpetual existence.

SEVENTH: The limited liability company shall defend, indemnify and hold harmless all members, managers, and former members and managers of the limited liability company against expenses (including attorney's fees, judgments, fines, and amounts paid in settlement) incurred in connection with any claims, causes of action, demands, damages, liabilities of the limited liability company, and any pending or threatened action, suit, or proceeding. Such indemnification shall be made to the fullest extent permitted by the laws of the State of New York, provided that such acts or omissions which gives rise to the cause of action or proceedings occurred while the Member or Manager was in performance of his or her duties for the limited liability company and was not as a result of his or her fraud, gross negligence, willful misconduct or a wrongful taking. The indemnification provided herein shall inure to the benefit of successors, assigns, heirs, executors, and the administrators of any such person.

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

Nicholas Hopeck, Organizer (signature)

Nicholas Hopeck , ORGANIZER
99 Washington Ave.
Ste. 805A
Albany, NY 12210

Filed by:
Delaney Corporate Services, Ltd.
99 Washington Ave.
Ste. 805A
Albany, NY 12210

DELANEY CORPORATE SERVICES, LTD. (30)

DRAWDOWN

CUSTOMER REF# 420

FILED WITH THE NYS DEPARTMENT OF STATE ON: 09/14/2017
FILE NUMBER: 170914010521; DOS ID: 5202438

Page 2 of 2

Department of State Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details

ENTITY NAME: FBA.SUPPORT LLC

DOS ID: 5483802

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC LIMITED LIABILITY COMPANY

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 203 LLC - LIMITED LIABILITY COMPANY LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 01/28/2019

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 01/28/2019

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: PAST DUE DATE

COUNTY: QUEENS

NEXT STATEMENT DUE DATE: 01/31/2021

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: FBA.SUPPORT LLC

Address: 3616A 29TH STREET, LONG ISLAND CITY, NY, UNITED STATES, 11106

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share

Department of State Division of Corporations

Entity Assumed Name History

[Return to Results](#)[Return to Search](#)

Entity Details



ENTITY NAME: CLOSTER GREEN CORP.

DOS ID: 4455696

FOREIGN LEGAL NAME:

FICTITIOUS NAME:

ENTITY TYPE: DOMESTIC BUSINESS CORPORATION

DURATION DATE/LATEST DATE OF DISSOLUTION:

SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW

ENTITY STATUS: ACTIVE

DATE OF INITIAL DOS FILING: 09/06/2013

REASON FOR STATUS:

EFFECTIVE DATE INITIAL FILING: 09/06/2013

INACTIVE DATE:

FOREIGN FORMATION DATE:

STATEMENT STATUS: PAST DUE DATE

COUNTY: QUEENS

NEXT STATEMENT DUE DATE: 09/30/2015

JURISDICTION: NEW YORK, UNITED STATES

NFP CATEGORY:

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Search

File Date	Assumed Name	Assumed Name ID	Status	Principal Location
06/25/2015	WRAITH & CO.	489067	Active	

Rows per page: 5 1-1 of 1 < >

2022 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P21000096132

Entity Name: 1800 NE 27TH CORP.**Current Principal Place of Business:**1800 NE 27TH AVE
POMPANO, FL 33062**Current Mailing Address:**1800 NE 27TH AVE
POMPANO, FL 33062 US**FEI Number:** 88-0553086**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**NRAI SERVICES, INC.
1200 S PINE ISLAND RD
PLANTATION, FL 33324 US*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.***SIGNATURE:**_____
Electronic Signature of Registered Agent_____
Date**Officer/Director Detail :**

Title	O
Name	ROZENFELD, BRATISLAV
Address	██████████
City-State-Zip:	EDGEWATER NJ █████

Title	D
Name	ROZENFELD, BRATISLAV
Address	██████████
City-State-Zip:	EDGEWATER NJ █████

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: BRATISLAV ROZENFELD

CEO

02/16/2022

Electronic Signature of Signing Officer/Director Detail_____
Date

Incorporating Services, Ltd.

1540 Glenway Drive
Tallahassee, FL 32301
850.656.7956
Fax: 850.656.7953
www.incserv.com
e-mail: accounting@incserv.com

**ORDER FORM**

TO : Florida Department of State
The Centre of Tallahassee
2415 North Monroe Street, Suite 810
Tallahassee, FL 32303
corphelp@dof.myflorida.com
850-245-6051

FROM Melissa Moreau
mmoreau@incserv.com
850.656.7953

REQUEST DATE 11/12/2021

PRIORITY Regular Approval

OUR REF.# (Order ID#) 965106

ORDER ENTITY
1800 NE 27TH CORP.

PLEASE PERFORM THE FOLLOWING SERVICES:

1800 NE 27TH CORP. (FL)

Please file the attached articles and provide a certified copy.

NOTES:

\$78.75 Authorized

Email address for annual report reminders: Paul@delaneycorporate.com

RETURN/FORWARDING INSTRUCTIONS:

ACCOUNT NUMBER: I20050000052

Please bill the above referenced account for this order.

If you have any questions please contact me at 656-7956,

Sincerely,

A handwritten signature in black ink, appearing to be "WJ" or similar, written over a horizontal line.

Please bill us for your services and be sure to include our reference number on the invoice and courier package if applicable. For UCC orders, please include the thru date on the results.

ARTICLES OF INCORPORATION

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: 1800 NE 27th Corp.

ARTICLE II PRINCIPAL OFFICEPrincipal street address

Mailing address, if different is:

Edgewater, NJ

ARTICLE III PURPOSE

The purpose for which the corporation is organized is: Real Estate

ARTICLE IV SHARES

The number of shares of stock is: 200

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Bratislav Rozenfeld, Sole Officer

Address:

Edgewater, NJ

Name and Title:

Address:

Bratislav Rozenfeld, Sole Director

Edgewater, NJ

Name and Title:

Address:

Name and Title:

Address:

Name and Title:

Address:

Name and Title:

Address:

Name and Title: _____	Name and Title: _____
Address _____	Address: _____
_____	_____
_____	_____

ARTICLE VI REGISTERED AGENTThe name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: NRAI Services, Inc.

Address: 1200 South Pine Island Road

Plantation, FL 33324.

ARTICLE VII INCORPORATORThe name and address of the Incorporator is:

Name: Bratislav Rozenfeld

Address: [REDACTED]

Edgewater, NJ [REDACTED]

ARTICLE VIII EFFECTIVE DATE:

Effective date, if other than the date of filing: _____ (OPTIONAL)

(If an effective date is listed, the date must be specific and cannot be more than five days prior or 90 days after the filing.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity

By: <u>NRAI Services, Inc., By: Lisa A. Delaney, Assistant Secretary</u>	<u>11/10/21</u>
<u>/s/ Lisa A. Delaney</u>	<u>Date</u>
Required Signature/Registered Agent	

I submit this document and affirm that the facts stated herein are true. I am aware that the false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

<u>/s/ Bratislav Rozenfeld</u>	<u>11/10/21</u>
Required Signature/Incorporator	<u>Date</u>

2021-12-12 PM 4:18

FBA Machine Call 1 (201-279-1822)

2423002

10/19/2023

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. 2423002

DATE RECORDED: OCTOBER 19, 2023
TRANSCRIBED: JANUARY 16, 2024

PAGES 1 THROUGH 12

FBA MAHCINE CALL 1 (201-279-1822)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

1
2
3 In the Matter of:)
4 2423002)
5)
6 -----)
7 October 6, 2023
8
9
10
11 The following transcript was produced from a
12 digital file provided to For The Record, Inc. on
13 December 4, 2023.
14
15
16
17
18
19
20
21
22
23
24
25

2

1
2
3
4 RECORDING: PAGE:
5 FBA Machine Call 1 (201-279-1822) 4
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

FEDERAL TRADE COMMISSION
I N D E X

4

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

P R O C E E D I N G S
- - - - -
FBA Machine Call 1 (201-279-1822)
MESSAGE: -- call from Wes with the FBA
Machine. To accept, press one. To send --
(Button pressed.)
REEVE TYNDALL: Hello?
WES: Hi, is this [REDACTED]
REEVE TYNDALL: Yep.
WES: Hi, [REDACTED] This is Wes with the FBA
Machine. How are you?
REEVE TYNDALL: Good. How are you doing?
WES: I'm doing well, thank you. So I guess
I'll just kind of start by just trying to figure out
what the reason was that you reached out to us. Like,
how can we best help you out, [REDACTED]
REEVE TYNDALL: Sure, yeah. I -- I just saw
you guys -- I think I was looking online. I think I
saw you, like, on -- like, through Google. And, yeah,
I -- it just looked interesting. So --
WES: Okay. Would this be your -- your
first business?
REEVE TYNDALL: Yeah, yeah. I've never --
never done this.
WES: Okay.

1 (Pages 1 to 4)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment L

PX20

001177

2423002

10/19/2023

5	7
<p>1 REEVE TYNDALL: Yeah.</p> <p>2 WES: Awesome. Okay. And -- and have you</p> <p>3 been just looking at different Amazon companies, or --</p> <p>4 or agencies to work with, or were we the first one?</p> <p>5 REEVE TYNDALL: I mean, I've been reading a</p> <p>6 lot about things online. Yeah, I haven't really done</p> <p>7 this before, so I don't -- I don't know how it works</p> <p>8 or anything. So --</p> <p>9 WES: Okay. Are you familiar with the --</p> <p>10 the -- the wholesale FBA business model?</p> <p>11 REEVE TYNDALL: Not really. I mean, I know</p> <p>12 FBA is fulfilled by Amazon --</p> <p>13 WES: Yes.</p> <p>14 REEVE TYNDALL: -- but beyond that, yeah, I</p> <p>15 don't know.</p> <p>16 WES: So -- no problem. So essentially the</p> <p>17 way it works is you would be taking advantage of our</p> <p>18 eight years in the space. So in that time we've</p> <p>19 developed relationships with different distributors</p> <p>20 and manufacturers here in the U.S. So we wouldn't be</p> <p>21 purchasing -- or you -- excuse me, you wouldn't be</p> <p>22 purchasing from Alibaba, or Wish, or China, or India.</p> <p>23 You'd -- you'd only be dealing with U.S. -- U.S.</p> <p>24 brands and U.S. distributors. Things like Brawny</p> <p>25 paper towels, Kleenex, Aquafina, Skittles, Twix,</p>	<p>1 REEVE TYNDALL: Yeah. I mean, I have about</p> <p>2 a little over 50,000 in a savings account. And I have</p> <p>3 a 401K, but I don't know if I could use that to start</p> <p>4 a business. But --</p> <p>5 WES: Sure.</p> <p>6 REEVE TYNDALL: Yeah.</p> <p>7 WES: Yeah, I mean, it's -- does this --</p> <p>8 does this sound like something that you're -- that</p> <p>9 you're looking for?</p> <p>10 REEVE TYNDALL: Yeah, yeah, definitely.</p> <p>11 WES: Okay.</p> <p>12 REEVE TYNDALL: Now, how do --</p> <p>13 WES: What --</p> <p>14 REEVE TYNDALL: What's that?</p> <p>15 WES: Oh, go ahead. Go ahead.</p> <p>16 REEVE TYNDALL: Yeah, so, like, how do you</p> <p>17 find products to sell?</p> <p>18 WES: Great question. So we actually -- we</p> <p>19 have a platform that has some AI built into it. And</p> <p>20 essentially you would just plug in some numbers, and</p> <p>21 what's going to happen is the system is going to be</p> <p>22 scanning both Amazon and our distributors --</p> <p>23 REEVE TYNDALL: Okay.</p> <p>24 WES: -- and basically it's going to come</p> <p>25 back with items that are high in demand, low in</p>
6	8
<p>1 Snickers, things that people order every day on</p> <p>2 Amazon. So you would just essentially be buying</p> <p>3 wholesale and then selling retail on Amazon's</p> <p>4 platform.</p> <p>5 The way that we're -- the way that we're</p> <p>6 different is really we're going to do all the heavy</p> <p>7 lifting and work for you. So we'll get your store up,</p> <p>8 running, and we'll get it essentially automated. That</p> <p>9 way you don't -- you're not walking into a second job.</p> <p>10 But then we're there for guidance, too. So there's --</p> <p>11 there's the educational piece. You could always lean</p> <p>12 on us for support. And essentially we guarantee that</p> <p>13 we'll get you to 10K revenue by your third month.</p> <p>14 REEVE TYNDALL: Oh, okay. Wow, that's</p> <p>15 great.</p> <p>16 WES: Yep, yep. And that's -- so just --</p> <p>17 just to be clear, so that's -- that's just -- that's</p> <p>18 just the first milestone. It's not the end goal. But</p> <p>19 the 10K in revenue is -- it's revenue, right? Your</p> <p>20 profit on that will be somewhere around \$2,000. We're</p> <p>21 typically seeing between 20 and 30 percent on ROI.</p> <p>22 But it is business, right? So it's going to</p> <p>23 require capital. Do you -- do you have -- do you have</p> <p>24 funds set aside, [REDACTED] to fund your business and</p> <p>25 purchase inventory and such?</p>	<p>1 competition; it's going to tell you exactly what you</p> <p>2 should price the product at.</p> <p>3 REEVE TYNDALL: Okay.</p> <p>4 WES: You're going to see your ROI, and then</p> <p>5 there's going to be some -- some incremental costs in</p> <p>6 there as well. So it'll -- it'll put, like, the</p> <p>7 shipping costs, what it costs to label --</p> <p>8 REEVE TYNDALL: Okay.</p> <p>9 WES: What -- what -- what time -- so I</p> <p>10 always tell people, don't fall in love with what</p> <p>11 you're selling because there's a good chance you won't</p> <p>12 be selling it next month or the month after.</p> <p>13 REEVE TYNDALL: Sure.</p> <p>14 WES: With the wholesale -- yeah, with the</p> <p>15 wholesale model, it's a lot different than if you had</p> <p>16 your own brand. But literally it's just -- you're --</p> <p>17 you're selling things that are making you money, and</p> <p>18 that's -- that's all -- that's just the name of the</p> <p>19 game. It's a numbers game.</p> <p>20 REEVE TYNDALL: Okay.</p> <p>21 WES: What -- what time zone are you in,</p> <p>22 [REDACTED]</p> <p>23 REEVE TYNDALL: What's that? Oh, I'm -- I'm</p> <p>24 in Scottsdale right now. So --</p> <p>25 WES: Okay.</p>

2 (Pages 5 to 8)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment L

PX20

001178

FBA Machine Call 1 (201-279-1822)

2423002

10/19/2023

<p>9</p> <p>1 REEVE TYNDALL: -- 6:00 -- a little after 2 6:00, yeah. 3 WES: So I was -- I was -- makes sense. I 4 was going to see if you -- if you had time later 5 today, I could walk you through a slide deck, like, 6 more detailed, that way you can get more information 7 than just sort of like the chicken scratch that we got 8 out on the phone so far. But I do have availability 9 later this evening, if -- if that's something that 10 you'd like more information about. 11 REEVE TYNDALL: I -- do you know how long it 12 would take? I could maybe do it on my lunch break. 13 WES: Probably about 20 -- yeah, yeah, 20/30 14 minutes. 15 REEVE TYNDALL: Oh, okay. Yeah, I mean, 16 like, would -- like, noon work? So I don't -- I don't 17 know -- where are you? 18 WES: So I'm -- I'm East Coast. Let me just 19 -- let me just pop open my calendar real quick. Give 20 me one second. 21 REEVE TYNDALL: Oh, okay. So I guess that 22 would be, like, 3:00 your time, or -- 23 WES: I could do then -- I could do noon. 24 You're on Pacific time. Right? 25 REEVE TYNDALL: Basically, yeah. Yeah,</p>	<p>11</p> <p>1 WES: Okay. See you later. 2 REEVE TYNDALL: Okay. Yep, okay, bye. 3 WES: Bye. 4 (The call was concluded.) 5 REEVE TYNDALL: My name is Reeve Tyndall. 6 I'm an investigator with the Federal Trade Commission. 7 That was a call received from area code 201-279-1822. 8 The date is October 19th, 2023. The time is now 9:12 9 a.m. Eastern time. This ends the recording. 10 (The recording was concluded.)</p>
<p>10</p> <p>1 Arizona's a little weird, but yeah. 2 WES: Okay. Yeah, I know, like, the weird 3 -- the Mountain Standard Time. But it's essentially 4 6:20 there, right, give or take? 5 REEVE TYNDALL: Yeah, yep. 6 WES: Okay, perfect. Okay. Yeah, I will -- 7 I will send you a -- a link for the meeting. 8 REEVE TYNDALL: Okay. 9 WES: And that will be a Google Meet. That 10 way I can present the -- the slide deck to you. And 11 if it sounds like something that you're looking for, 12 we'll talk about next steps, and, if not, that's fine, 13 too. 14 REEVE TYNDALL: Okay. Yeah, sounds great, 15 yep. So -- 16 WES: Okay, perfect. 17 REEVE TYNDALL: -- it will be -- it will be 18 Google Meet, then? 19 WES: Correct. All you have to do is click 20 on the link. It will be similar to, like, Zoom. 21 REEVE TYNDALL: Okay. Sounds good. 22 Awesome. Okay. 23 WES: Awesome. 24 REEVE TYNDALL: Cool. Okay. Talk -- talk 25 -- talk this afternoon, then.</p>	<p>12</p> <p>1 CERTIFICATE OF TRANSCRIPTIONIST 2 3 4 I, George Quade, do hereby certify that the 5 foregoing proceedings and/or conversations were 6 transcribed by me via CD, videotape, audiotape or 7 recording, and reduced to typewriting under my 8 supervision; that I had no role in the recording of 9 this material; and that it has been transcribed to the 10 best of my ability given the quality and clarity of 11 the recording media. 12 I further certify that I am neither counsel 13 for, related to, nor employed by any of the parties to 14 the action in which these proceedings were 15 transcribed; and further, that I am not a relative or 16 employee of any attorney or counsel employed by the 17 parties hereto, nor financially or otherwise 18 interested in the outcome of the action. 19 20 21 DATE: 1/16/2024 22 GEORGE QUADE, CERT 23 24 25</p>

3 (Pages 9 to 12)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment L

PX20

001179

10/19/2023

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

<p style="text-align: right;">5</p> <p>1 58 percent of units sold on Amazon come from third-</p> <p>2 party sellers. There's a huge space for -- Amazon</p> <p>3 loves it. It makes -- it makes Amazon a ton of money.</p> <p>4 Third-party sellers love it. It's a great way to have</p> <p>5 consistent, passive income.</p> <p>6 More than half of those have profit margins</p> <p>7 above 15 percent. So in the space itself, 15 percent</p> <p>8 is considered good. What we're seeing with our</p> <p>9 clients is somewhere between 20 and 30 percent. So in</p> <p>10 terms of a stable investment model, you're not going</p> <p>11 to see anything like it. Amazon's a great business</p> <p>12 partner to have, and they're definitely not going</p> <p>13 anywhere anytime soon.</p> <p>14 So what we're -- what we're really trying to</p> <p>15 accomplish is basically with starting a business,</p> <p>16 right, most businesses fail in the first two years.</p> <p>17 Most of that's due to revenue issues. One of the very</p> <p>18 first milestones we're looking to achieve here is to</p> <p>19 get you to 10K in revenue by month number three. So</p> <p>20 that's 10K a month in revenue by month number three.</p> <p>21 But also kind of just avoiding all the pitfalls that</p> <p>22 you'd experience if you were -- if you were just doing</p> <p>23 this on your own. So basically taking you from a</p> <p>24 novice in the space to really an expert in the Amazon</p> <p>25 reseller space.</p>	<p style="text-align: right;">7</p> <p>1 index score. The higher that score, the better. One</p> <p>2 of those hurdles that I mentioned that we're going to</p> <p>3 avoid is basically we're going to get you that IPI</p> <p>4 score that's going to keep Amazon happy, it's going to</p> <p>5 keep your business happy, and we're going to do that</p> <p>6 all through efficiency. But we'll -- we'll kind of</p> <p>7 cover that as we go along.</p> <p>8 Steven had a similar story. Steven's a</p> <p>9 little bit more unique because he -- he invests a lot</p> <p>10 more in his business than Peter did. And right around</p> <p>11 the same time, right? So just to show you the power</p> <p>12 of, you know, putting -- putting money into your</p> <p>13 business, Peter started with the very bare minimum;</p> <p>14 Steven had additional funds to throw it, and he's at</p> <p>15 70 -- 70K passively, which is just -- I mean, that's</p> <p>16 life-changing money.</p> <p>17 And then the last guy, Devonte, I just like</p> <p>18 Devonte because he's an NFL player. Super nice guy,</p> <p>19 but he shares our platform. So in the top right-hand</p> <p>20 corner of the screen, that's our platform that we'll</p> <p>21 kind of dive into in a little bit. But super great</p> <p>22 guy, but just -- let's just move on.</p> <p>23 What we're not doing: So he won't be doing</p> <p>24 any sort of advertising, no marketing, no PPC, no SEO.</p> <p>25 Typically when you're creating a brand, you have to</p>
<p style="text-align: right;">6</p> <p>1 Any -- any questions so far, Gary?</p> <p>2 REEVE TYNDALL: No. Looks good.</p> <p>3 UNIDENTIFIED MALE: Okay, perfect. I'm not</p> <p>4 going to click on these testimonials. They're --</p> <p>5 there are a couple in here. The reason I share them</p> <p>6 is quite the opposite of what you'd normally hear.</p> <p>7 These are pretty much pretty average results. I'd</p> <p>8 like to share it that way rather than, you know, some</p> <p>9 super extraordinary return. These are pretty average.</p> <p>10 And just looking at the numbers here, so when Peter</p> <p>11 did his testimonial, he was between a year, year-and-</p> <p>12 a-half point, and he's had 75K a month in revenue;</p> <p>13 10,000 in profits a month. That's his profit.</p> <p>14 If you work that out, it's roughly 15</p> <p>15 percent. Like I said, now we're getting closer to 20</p> <p>16 to 30 percent return. Are you familiar with what the</p> <p>17 486 IPI score is?</p> <p>18 REEVE TYNDALL: No, I have no idea what that</p> <p>19 is.</p> <p>20 UNIDENTIFIED MALE: Okay. So essentially</p> <p>21 Amazon's very rules-centric. So when you -- you have</p> <p>22 a business partnership with Amazon, they're going to</p> <p>23 be judging you. It's sort of like a credit score for</p> <p>24 Amazon, because you're going to be storing products in</p> <p>25 their facility. It's called an inventory performance</p>	<p style="text-align: right;">8</p> <p>1 give away free giveaways. We're not going to be doing</p> <p>2 any of that. This is strictly going to be a wholesale</p> <p>3 model literally taking advantage of our eight years in</p> <p>4 the space. And in that time we've built strong</p> <p>5 relationships with different U.S. distributors and</p> <p>6 manufacturers. So we're not going to be ordering from</p> <p>7 China, or from Wish, from Alibaba, nothing. It's --</p> <p>8 you're only going to be dealing with U.S. -- U.S.</p> <p>9 brands, so brands that are stocked nationwide, like --</p> <p>10 at retailers like Walmart, Target, even national</p> <p>11 grocery stores, simply buying them wholesale, selling</p> <p>12 them retail.</p> <p>13 And in terms of risk, doing it that way is</p> <p>14 extremely minimal risk. So in terms of -- if you were</p> <p>15 doing it from -- let's even take like a COVID example,</p> <p>16 you're ordering products from Alibaba; first of all,</p> <p>17 you never know what you're going to get. Second,</p> <p>18 COVID, when they shut down ports, it really -- it</p> <p>19 halted a lot of drop shippers. So the way our model</p> <p>20 works is extremely stable in terms of reducing risk --</p> <p>21 risk as much as possible.</p> <p>22 This is Steven. He's our CEO. He's our</p> <p>23 founder; been in this space for eight years; got his</p> <p>24 own store up to \$150 million in sales a year before he</p> <p>25 sold it. Now his focus is just helping people avoid,</p>

2 (Pages 5 to 8)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment M

PX20

001181

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

9	11
<p>1 again, all those pitfalls that he experienced along 2 the way, and really just passing on a blueprint for 3 success. So to date, I believe we've -- we've helped 4 more than 820 different clients grow their e-comm 5 business. You'll get a chance to work with him 6 directly; super great guy, very intelligent, very 7 knowledgeable, definitely down to earth. 8 But these are really the six components of 9 what we're doing here. Each of these we'll go into a 10 little bit more detail, but they're all important, but 11 they're all connected as well. And it starts with the 12 educational piece. So this is -- this is basically 13 going to be, like, the MBA and everything -- 14 everything Amazon reselling. Forty hours of content. 15 It's broken down into small chunks. But really this 16 is going to give you the foundational knowledge of 17 everything -- not that you just need to know to run 18 your business effectively, but really it's going to 19 give you an edge on your competition, as well. 20 The second piece I kind of alluded to 21 already is basically you have access to our -- our 22 vendors, distributors, manufacturers, here in the U.S. 23 We have partnerships with over a thousand. The great 24 part for you is that it's fast account setup; 25 typically happens within 24 hours. You get to take</p>	<p>1 goods and you want to sell small electronics, Amazon's 2 going to require approval for that. So they're going 3 to put some sort of -- they call it the ungating 4 process. From your standpoint, that'll be seamless, 5 because in the first 90 days we're going to connect 6 you with a virtual assistant. We actually have a 7 training facility in the Philippines where we put all 8 of our VAs through an extensive training program. 9 Literally three out of 10 won't make it through. But 10 the VA is basically going to be doing the day-to-day 11 execution work on your behalf. 12 So everything from accounting, ungating, FBA 13 buying, purchasing, whatever you want them to do, 14 like, they're there for your support. They're trained 15 on the platform, they're trained on Amazon in general. 16 So they're very highly knowledgeable in the space, but 17 also the platform as well, which kind of leads us to 18 the platform. 19 So you have the educational piece, you have 20 the team that's going to be doing the execution for 21 you, and then the software really just ties everything 22 together. So it automates your business, it helps you 23 manage your inventory, it's in communication with our 24 warehouses, also our vendors. So you can just log in, 25 you can check your sales, their inventory, your P&L,</p>
10	12
<p>1 advantage of the payment terms that we already have in 2 place. So it -- literally -- just having that, you 3 don't need to negotiate terms. Most of our vendors 4 are net-30 payment terms, which is you can order 5 inventory today, you don't have to pay for it for 30 6 days. 7 The other piece is daily delivery free of 8 charge. This is essentially a distribution business, 9 right? And really it's -- typically it's the small, 10 incremental costs involved with logistics or 11 transportation that will really eat up your profits. 12 So that daily delivery does two things for you. 13 Number one, it's free. But, number two, if we're 14 going back to that IPI score, the Amazon IPI score, 15 it's going to keep you -- your score very high because 16 you have the ability to replenish your inventory a lot 17 faster than your competition. So not just faster, but 18 obviously cheaper as well. 19 Are you familiar with what ungating is? 20 REEVE TYNDALL: I've heard of it. I don't 21 really know what it is, though. 22 UNIDENTIFIED MALE: Okay. Yeah, I mean, 23 quite simply, again, Amazon's pretty rule-centric. So 24 anytime you want to sell product in a different 25 product category, so if you're selling in household</p>	<p>1 like, everything in one shot. So it's very powerful. 2 We have 17 developers that literally keep this thing 3 going, up-to-date, daily. 4 The other key piece to the software is if 5 you're wondering what am I going to sell, how much am 6 I going to sell it for, there's some AI built into it. 7 So literally you'll have, like, your VA punch some 8 numbers into the platform. The software's going to 9 come back with a list of items that are high in 10 demand, low in competition. It's going to tell you 11 exactly what to price it at to be competitive. 12 And then you're going to see your ROI, and 13 then you're going to have some incremental costs laid 14 out. So what's it going to cost to ship that item, 15 what it's going to cost to label that item. So in 16 terms of business forecasting, it's a very predictable 17 model on what I'm going to make, how much I'm going to 18 make off each PO. But the system itself is very 19 powerful. 20 Any -- any questions so far? 21 REEVE TYNDALL: No. This looks great. 22 UNIDENTIFIED MALE: Okay, good. And -- and, 23 again, so the software really ties back to inventory 24 management, and that's really going to keep that 25 inventory health score high. And it really takes a</p>

3 (Pages 9 to 12)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment M

PX20

001182

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

<p>13</p> <p>1 load of work off of you. Like, the last thing you 2 want to do is spend time trying to do research on what 3 you should sell and what you should sell it for. The 4 AI just comes back in, like, minutes, which is 5 incredible. 6 The other piece of this is retail 7 warehousing. So we have eight different warehouses 8 spread through the U.S. In a traditional FBA model, 9 what'll happen is you'll -- you'll order items from a 10 distributor, it would ship to a central Amazon hub, 11 where they'll essentially prep and pack it for you in 12 an Amazon fulfillment center, because they have 13 specific labeling requirements. 14 That model is extremely efficient for 15 Amazon. It's horribly inefficient for third-party 16 sellers because they -- they do a -- quite the markup 17 for it. The way we do it, it'll ship from distributor 18 to one of our eight warehouses, the closest one; we'll 19 do the prepping and the packing at cost, and then we 20 ship it to the closest Amazon fulfillment center. 21 Very non-sexy things. But in terms of 22 efficiency, that's really what we're after. Right? 23 So it keeps your cost low and it keeps your efficiency 24 high. And that's -- that's really what we're after 25 here. That's what's going to drive your entire</p>	<p>15</p> <p>1 your goals are, where you want to go. That way we can 2 lay out a specific road map for -- for you. So if 3 you're like, hey, I want to make X amount a month, no 4 problem. We'll put you on that trajectory. It's 5 really -- it's really what you want to get out of this 6 is really -- you've got to put in -- tell us what you 7 want to put in and we'll tell you -- we'll tell you 8 how to get there, essentially. 9 Just a disclaimer: You're not going to make 10 a fortune overnight. Anybody who's telling you that 11 you will is lying. When you first create an Amazon 12 seller's account, there are going to be certain 13 restrictions on your account. So it's -- it's 14 literally going to take a couple months to get 15 started. But beyond that, just -- if you just follow 16 the blueprint, there's no reason why you can't -- you 17 can't make a lot of money doing this. It's really 18 simple. It's just math. 19 And here's our guarantee, again, to get you 20 to 10K in revenue by month number three. Your profit 21 on that will be somewhere between \$2,000 and \$3,000, 22 just depending on what you're selling. 23 This is, like, the 2.0 version. So with the 24 -- with this program, you expect to spend about two to 25 three hours a week on it. Let's say down the road if</p>
<p>14</p> <p>1 business. 2 Some things that we did not talk about that 3 you definitely want to take advantage of. We have 4 live group coaching calls with Steven. So it's 5 literally you and a hundred other business owners, 6 they're all on the Amazon space. There's a huge 7 breadth of knowledge that takes place on these calls. 8 Sometimes you'll -- you'll have people that they'll 9 come up with a question that maybe you didn't think 10 of. But definitely take advantage of that. Again, 11 it's just knowledge sharing, basically. 12 You also get one-on-one calls with Steven. 13 A lot of times he'll bring on other seven figure store 14 owners. But, I mean, these guys, they're multi- 15 millionaires, but not just that, they're multi- 16 millionaires in the space that you're growing your 17 business. There's some really growth strategies that 18 you can take advantage of, especially when you're 19 talking about month five, six, seven, eight, and 20 beyond. 21 But things like -- you could have other 22 people purchasing your inventory on your behalf. 23 There are great tax strategies. There are just a 24 bunch of different things that you can do. It's 25 really -- it's really up to you, [REDACTED] like, what</p>	<p>16</p> <p>1 you don't want to spend two or three hours a week on 2 it, we also have the done-for-you program. So 3 everybody starts with this. At month three and 4 beyond, you would have the option to, you know, raise 5 your hand, say, you know what, I don't want to spend 6 time on this anymore. Literally it would become a 7 profit-sharing venture and essentially what we would 8 do is we would run the store for you. 9 Sorry, someone's trying to call me. 10 We would run the store for you, but we would 11 obviously have skin in the game. So the more money 12 your store makes, the more money you make, the more 13 money we make. But, yeah, Steven would actually run 14 it for you. And a lot of people take us up on it; 15 some people don't. It's entirely up to you what -- 16 what you feel like putting into your business. 17 This is everything. So when you add it up, 18 this is the training, this is the blueprint for your 19 success, this is basically we get you up, running, and 20 making money as soon as possible, but it's in a very 21 regimented way. 22 Things to think about moving forward: So 23 the additional costs on the right-hand side. So at 24 month four and beyond, you're going to want to 25 allocate \$200 for your VA. When you first start,</p>

4 (Pages 13 to 16)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment M

PX20

001183

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

<p>17</p> <p>1 you're going to be starting -- you know, you're going 2 to be selling between 1 and 10 SKUs. That's certainly 3 manageable for one -- one VA. As you get to month 8, 4 9, 10, you're selling 50 to 100 SKUs, you definitely 5 want to add another one. It's just going to be 6 advantageous for you. That way, you're not doing the 7 work, you don't -- the last thing you want here is 8 another job. 9 And then a \$99 a month software fee. It's 10 extremely nominal considering what the software does 11 for you. And then inventory, it says \$1,000. Really, 12 the more money that you invest here, the more money 13 you're going to get back. It's quite simply for every 14 \$5,000 you invest in your business, which is 15 inventory, you can expect \$1,000 return on it. 16 REEVE TYNDALL: And is that -- is that 17 monthly, or -- 18 UNIDENTIFIED MALE: So it's -- it's -- yes, 19 yes. So I can tell you that with my own store, so I'm 20 about 50K in revenue a month. That's total revenue. 21 But the more you keep reinvesting in your business, 22 the more you're going to get out of it. So the more 23 inventory you can -- you can purchase, the more 24 inventory you're going to sell. 25 But, again, in the beginning, you're going</p>	<p>19</p> <p>1 REEVE TYNDALL: Okay, cool. 2 UNIDENTIFIED MALE: Yeah, I mean, like how 3 do you -- how do you feel, [REDACTED] Do you feel like 4 this is something that you're looking for? 5 REEVE TYNDALL: Yeah, this looks great. 6 Have you guys been doing this for a while, or, like, 7 what's your track record? 8 UNIDENTIFIED MALE: So our -- I mean, our 9 track record is extremely high. The thing -- the 10 thing is that it's people -- when people deviate from 11 the system, right? So I get a lot of people that will 12 come back and say, hey, you know, like, I see we're 13 coming up on Christmas, and Christmas trees are going 14 to be in. No, do not -- do not sell what you want to 15 sell. Sell what the platform tells you to sell. 16 Like, the AI is not going to steer you the wrong way. 17 It's when you start deviating. That's when -- that's 18 when you run into real issues. 19 So in terms of track record, literally if 20 you just follow -- if you just follow the guidance and 21 the blueprint, you can't -- you can't fail at it. 22 Let me -- let me pull up one of my POs just 23 so you can take a look at it. 24 REEVE TYNDALL: Oh, cool. Okay. 25 UNIDENTIFIED MALE: Let me just unshare</p>
<p>18</p> <p>1 to want to go a little bit slower. So Amazon will 2 flat your store if you make too much, too fast. So 3 literally what -- what those 90 days would look like, 4 the first 90 days, the first three weeks are going to 5 be a lot of account setup. It's everything, you know, 6 not fun. Administrative work on our end. So on the 7 back end it's a lot of administrative work. 8 Right around month four -- or, excuse me, 9 week four, that's when we would open up the 10 educational piece. So that's when you would start to 11 get to know the business. You'd be going through the 12 -- essentially the condensed MBA. That way, you're 13 familiar with the processes, you're familiar with, 14 like, how things are flowing. You can see the 15 platform. That's when we introduce you to your VA. 16 You'll put your first PO together, your first couple 17 POs. Your VA will do it, but you're going to be 18 basically monitoring along the way. So you'll start 19 to see revenue in month two. 20 Month three, that's when the training wheels 21 come off. You'll see a lot more activity, but you're 22 going to be familiar with, you know, basically 23 everything. You're going to have an idea of how the 24 store's supposed to be run, how the POs work, how your 25 VA works, and then you just go.</p>	<p>20</p> <p>1 this. So literally the way I have my store set up is 2 I just do approvals for whatever the VA is putting 3 together. And I'll -- I'll show you what I mean. 4 REEVE TYNDALL: Okay. 5 UNIDENTIFIED MALE: So this is, like, a list 6 of items that -- that came back, right? This is what 7 -- this is what the recommendation is to sell. Now, 8 things that I can play with, I can play with, like, 9 quantity. You can play with your price, but really 10 there's an AI recommended price. You don't want to 11 tweak it too much because that's really going to give 12 you the -- the sweet spot. But literally I don't care 13 what I'm selling. It doesn't matter. Like, there's 14 baby powder, there's ointment, there's, like, energy 15 drinks, collagen. And then I'll just come over here 16 to -- and it just lays -- it lays out all the costs. 17 Right? Like, shipping costs, like, I know exactly 18 what -- what's going to happen. Right? 19 And then right here is my ROI. It should be 20 about 30 percent or so -- 31 is the average. So it's 21 -- it's pretty consistent. There's really no need for 22 me to make adjustments. If anything, I would just 23 make sight adjustments to the quantities. But it's -- 24 it's really -- it's really that easy. 25 It's a great question because it's like, you</p>

5 (Pages 17 to 20)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment M

PX20

001184

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

<p>21</p> <p>1 know, what's the -- what's the success rate? But 2 literally, you know, it's really just taking all the 3 -- all the brain power out of it. 4 REEVE TYNDALL: Okay. And is this kind of, 5 like, a long-term thing? Like, how -- how long do -- 6 do the businesses usually last? 7 UNIDENTIFIED MALE: So as long as -- as long 8 as they -- they want to, really. And what I mean by 9 that is some people -- some people would keep theirs 10 going for two, three years and then sell it. I don't 11 -- I don't fully understand the reasoning behind 12 selling it. You could -- you could sell it and make a 13 lot of money, but this thing is really -- it's on 14 auto-pilot for the most part. 15 So, I mean, for -- for me, it's, why am I 16 going to shut off, like, an extremely large stream of 17 money for me. It doesn't make sense. 18 REEVE TYNDALL: Yeah, no -- 19 UNIDENTIFIED MALE: Quite literally -- yeah, 20 do you have any -- like, people -- people sell their 21 store. People will run a store for two, three years 22 and sell it. And I'm like, hey, if you have all your 23 processes automated, I don't -- I don't understand 24 doing that. It doesn't make any sense to me. I guess 25 if you needed, like, a huge influx of cash. I just</p>	<p>23</p> <p>1 that aspect. 2 But that's -- I mean, that's really it. 3 Like, we're -- if you're looking to make some cash, 4 this is a really great way to invest, for sure. 5 REEVE TYNDALL: Okay. Is there, like -- do 6 I have to sign anything? Is there, like, a contract, 7 or -- 8 UNIDENTIFIED MALE: What I can -- yeah. So 9 the contract is really basically all the terms that 10 are laid out in the slide deck. So what I can -- 11 REEVE TYNDALL: Okay. 12 UNIDENTIFIED MALE: -- do, [REDACTED] is I can 13 -- I can share -- I can share that deck with you. 14 REEVE TYNDALL: Okay. 15 UNIDENTIFIED MALE: Just log in from a 16 computer, go through it. There's a place to sign at 17 the end. And literally if this is something that 18 you're looking to do, we could probably even get you 19 onboarded as soon as tomorrow. 20 REEVE TYNDALL: Okay. Yeah, I mean, I have 21 to go back to work here in a little bit. But -- 22 UNIDENTIFIED MALE: Okay. 23 REEVE TYNDALL: But, yeah, I should be off 24 tonight. I can take a look at all of it. But, yeah, 25 it sounds --</p>
<p>22</p> <p>1 think there's better ways to do it. I don't know. 2 REEVE TYNDALL: Yeah. No, that makes sense. 3 Yeah, this sounds great. 4 UNIDENTIFIED MALE: Awesome. So really what 5 next steps look like, it's pretty -- it's pretty easy. 6 We try to be pretty transparent. It's literally just 7 payment, and we would schedule an onboarding call. Do 8 you have an LLC already in place, [REDACTED] 9 REEVE TYNDALL: No, no, I don't have 10 anything -- 11 UNIDENTIFIED MALE: Okay. 12 REEVE TYNDALL: -- like that. 13 UNIDENTIFIED MALE: So you could go two 14 routes. Like, really, an LLC is going to cost between 15 \$200 and \$300. You can go through, like, LegalZoom or 16 ZenBusiness. You could have our onboarding team help 17 you through that, too. Either way, it's going to cost 18 between \$200 and \$300. But it's -- it's literally the 19 perfect time to get in on Amazon. 20 And what I mean by that, it's two-fold. 21 Right? Like, we're walking into Christmas, there's 22 always an influx of ordering on Amazon because people 23 just, like, hey, if they're ordering Christmas gifts, 24 why not add some Lysol, why not add some Brawny paper 25 towels. Like, it's just -- it's really immense in</p>	<p>24</p> <p>1 UNIDENTIFIED MALE: Okay. 2 REEVE TYNDALL: -- like a great opportunity. 3 UNIDENTIFIED MALE: Yeah. It -- I mean, it 4 really is. It's -- it's almost crazy how -- just how 5 basic it is. But, you know, most people just don't -- 6 like, if you don't have the guidance on it, it -- it's 7 extremely difficult to navigate. But really when 8 you're -- you're working with the team, like, it's -- 9 it's pretty awesome. 10 REEVE TYNDALL: Yeah. 11 UNIDENTIFIED MALE: Is -- is now, like, 12 typically a good time of day to get a hold of you? 13 REEVE TYNDALL: Yeah, I mean, yeah, now's 14 good. You said you're East Coast time? 15 UNIDENTIFIED MALE: Yeah, I'm -- I'm East 16 Coast. I'm east -- 17 REEVE TYNDALL: Okay. 18 UNIDENTIFIED MALE: I mean, I'm -- 19 REEVE TYNDALL: I mean, after work would be 20 fine, but it's going to be like 9:00 or 10:00 your 21 time. So probably -- 22 UNIDENTIFIED MALE: Sure. 23 REEVE TYNDALL: -- early in the -- I mean, 24 in the morning or at lunch time -- 25 UNIDENTIFIED MALE: Okay.</p>

6 (Pages 21 to 24)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment M

PX20

001185

FBA Machine Call 2 (Google Meet)

2423002

10/19/2023

<p>25</p> <p>1 REEVE TYNDALL: -- is probably the best. 2 UNIDENTIFIED MALE: Yeah. 3 REEVE TYNDALL: Yeah. 4 UNIDENTIFIED MALE: What I can -- what I can 5 do is I can give you a call, like, our scheduled call 6 that we had this morning, I can give you a ring 7 tomorrow. And if you -- you know, and if you -- if 8 you have any questions, I'll be happy to answer them. 9 And if it's something that you want to move forward 10 with, I'll -- I'll walk you through onboarding and 11 next steps. 12 REEVE TYNDALL: Awesome. That'd be great. 13 UNIDENTIFIED MALE: Perfect, perfect. 14 REEVE TYNDALL: Okay. 15 UNIDENTIFIED MALE: Well, give me a couple 16 minutes. I'll send this over to you. And, no, I'm 17 glad we had a chance to connect. Absolutely. 18 REEVE TYNDALL: Cool. Yeah, thanks so much. 19 UNIDENTIFIED MALE: Thank you very much. 20 Have a good one. 21 REEVE TYNDALL: Okay. Yep, yep. Bye. 22 UNIDENTIFIED MALE: Bye. 23 (The call was concluded.) 24 REEVE TYNDALL: My name is Reeve Tyndall. 25 I'm an investigator with the Federal Trade Commission.</p>	<p>27</p> <p>1 CERTIFICATE OF TRANSCRIPTIONIST 2 3 4 I, George Quade, do hereby certify that the 5 foregoing proceedings and/or conversations were 6 transcribed by me via CD, videotape, audiotape or 7 recording, and reduced to typewriting under my 8 supervision; that I had no role in the recording of 9 this material; and that it has been transcribed to the 10 best of my ability given the quality and clarity of 11 the recording media. 12 I further certify that I am neither counsel 13 for, related to, nor employed by any of the parties to 14 the action in which these proceedings were 15 transcribed; and further, that I am not a relative or 16 employee of any attorney or counsel employed by the 17 parties hereto, nor financially or otherwise 18 interested in the outcome of the action. 19 20 21 DATE: 1/10/2024 22 GEORGE QUADE, CERT 23 24 25</p>
<p>26</p> <p>1 That was a Google Meet conversation meeting with FBA 2 Machine. The date is October 19th, 2023. The time is 3 now 3:30 p.m. Eastern time. This ends the recording. 4 (The recording was concluded.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	

7 (Pages 25 to 27)



90 DAY ACCELERATOR

1

Amazon's Third Party Seller Market

- > 58% of units sold on Amazon come from third-party sellers.
- More than half have profit margins above 15%
- Average annual revenue for Amazon third-party sellers is roughly \$160,000.
- 37% of sellers saw profit in 2022
- The top 10,000 third party sellers on Amazon have an average seller rating of 95.46%.
- 73% of new Amazon sellers are utilizing FBA.
- 55% make more than \$5000 per month in sales

2



Just 90 Days From Today



You Could Have A Fully Automated Amazon Business In Your Name
And Make Your First **\$10,000 in Revenue**

- There is a little known but powerful system that is now being used by people just like you to earn passive income on Amazon.
- It's the same secret over 750 students and clients have used to scale their ecommerce business...
- Become experts in the Amazon reseller space and ultimately to 7-figure sellers...
- Without endless stretches of research on what to sell, how to sell and for whom to sell.

3



Peter's Story

(click the arrow below to play video)



Peter

PROBLEM

Peter had more issues and concerns on how to make passive income without sacrificing what matters. He had a nasty experience with another agency and thought a successful Amazon business is a myth.

SOLUTION

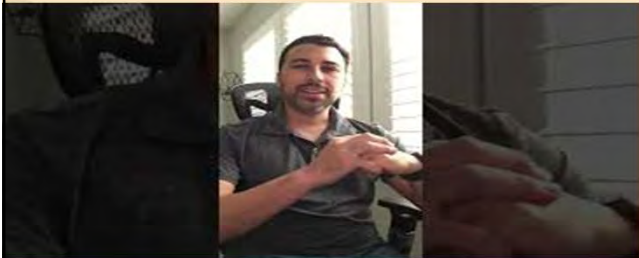
Peter joined TheFBAMachine Accelerator Program- enrolled for our wholesale course, got connected with a team of experts and automated his store with our proprietary software. He made sales right off the gate...


- He hit 5 figure mark.
- A clean and healthy account.
- 486 Ipi score
- \$75k Revenue Month
- \$10,000 PROFIT Months

4

Steven's Story

(click the arrow below to play video)





Steven

PROBLEM

Inconsistent sales, lack of an automated process and trial and error. He had a plan but didn't know how to make it work in the fierce marketplace.


SOLUTION


Steven joined TheFBAMachine Accelerator Program- within 90-days of joining, he was able to profitably scale his store to \$70k/month passively.

5

Devante' Story

(click the arrow below to play video)





Devante Bond

PROBLEM

Devante is a successful athlete looking for a passive income stream. He likes the concept of making daily income but doesn't know how to go about it.

SOLUTION

Devante joined TheFBAMachine Accelerator program. The team scaled his store, connected him with Reo (his Virtual Assistant) and made him a profitable store

Devante was so excited about his new business he had to hop on a call with me.

6



This is not private label....

Where you create a new brand and having it manufactured by your own specifications.

NO PRODUCT DEVELOPMENT COSTS !

NO ADVERTISING!

NO MARKETING!

NO FREE GIVEAWAYS ARE NEEDED!

Discover The Profitable Amazon Business Model That Made Us

Over \$120M In Combined Sales!

We're talking wholesale model here.. You buy from established brands/vendors and distributors, at a discount and sell on the biggest marketplace in the world. This is quicker to set up and the risk involved is minimal.

7

[YouTube.com/@thefbamachine](https://www.youtube.com/@thefbamachine)




About Steven Rozen

- Goes by Instagram handle as the **King of Amazon.(Kingofamzn)**
- Spent the last 8 years doing Amazon wholesale.
- Helped manage and oversee his own **\$120m** in sales on Amazon
- Assisted more than **750** clients unlock a consistent passive income on Amazon.
- Also, the creator of **TheFBAMachine Accelerator program**

8

Introducing...



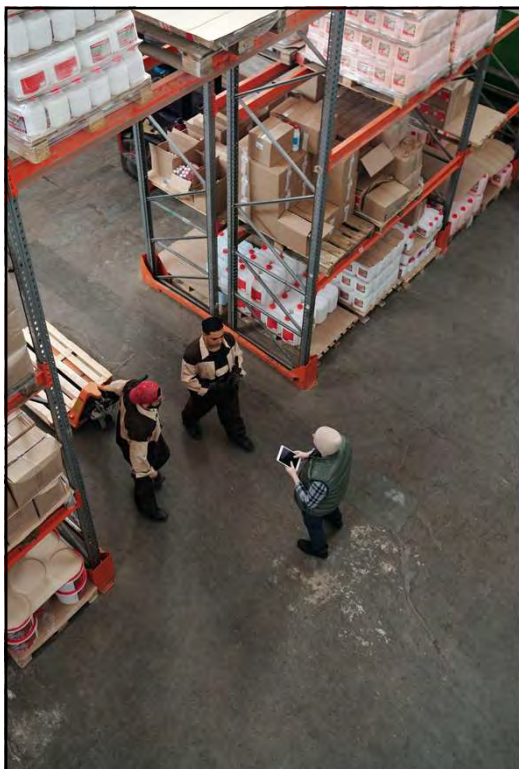
**Accelerator
Program**


The Most Comprehensive Program To Create, Run, And Grow Your Amazon Wholesale Business.

The only program that will take you from a novice to an Amazon experts within the shortest period with bite-size modules, instructional resources, tools and experts.

This program will give you trade secrets, best practices, access to distributors, warehouses and a team of experts to help with the heavy lifting and the daily moving parts







9





TheFBAMachine Accelerator Program Is The Only Implementation Program That Will Take You By The Hand And Lead You To automate Everything for your Amazon Wholesale Business !

This is what you'll get when you enroll for TheFBAMachine Accelerator Program:

 The Wholesale Course	 TheFBAMachine Team/Virtual Assistants	 Distribution and Access to Top Brands in the US
 Sales Support Software	 One-one and group coaching	 Warehouse Automation

10



The Wholesale Course Summary



This is dramatically different from everything you've ever seen because this is not just another course. What you're getting is a leverage for creating massive success on Amazon.

With it, you'll be able to stop the guesswork by relying on expertise, teams, resources, techniques, blueprints to create, manage and grow stores worth bragging about.

This is what you get when you enroll for **TheFBAMachine Accelerator program**

- Complete Guide to getting started and SETUP with every essential to reach your first 10k in sales within 90 days!
- 30+ videos of Advanced and well kept secrets of 7-figure sellers!
- Over 40 hours of training dissecting the science and art of selling on Amazon!
- Fool-proof strategy of creating an Amazon store optimized for success!
- Advanced LinkedIn techniques of contacting suppliers and distributors; email templates, phone scripts, negotiation tips and getting deep discounts
- The Ultimate guide for pricing your product and selling above the competition
- Highly guarded secrets of product research; Makes you 100% more efficient than other new sellers

11



Advanced LinkedIn Tactics for Partner Exclusives

Finding Exclusive Manufacturers and Distributors :

Suppliers play a core role in the success of your Amazon business. You'll learn :

- The most important thing you must do to cultivate good relationships with your suppliers!
- The one thing to do to get deep discounts from suppliers to reduce your order cost.
- The exact script, templates, blueprints and LinkedIn Automations to overcome objections to land the most profitable vendors
- Advanced vendor negotiations for Exclusivity deals!

12



Direct Access to Profitable Distributors/Vendors and Manufacturers



Choosing the right distributors will save you from unnecessary headache and stress. You'll get ;

- Top US brands and distributors deals
- Fast Setup - 24-48 hour Account set up
- Favorable Payment terms including credit card and NET 30
- Daily Delivery Free of Charge
- One-of-kind order fulfillment experience
- Access to our fully automated warehouses(eight in the U.S alone)

Ungating

If you need approval from Amazon to sell products in different categories, we're here to assist. Ungating opens new opportunities for sellers to sell some specialized goods and make more profit.

13

Your own Virtual assistant

Over the course of 90 days, we'll connect you with your dream team that will work around the clock to give you a profitable store.


We have three different teams to assist with the heavy lifting and other moving parts.

- ❖ Account set up team
- ❖ Ungating team
- ❖ FBA buying

These teams will work with you, give you all the support you'll ever need and work on your store 24/7



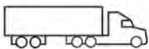





14

Single Software Set up with



Apart from the course and the team, you also need a powerful software to automate your workflow, manage your inventory and your new business as a whole. And that's where Sales Support comes in.

Here is an overview of the tools made for you for smooth running of the business

01  Supplier Management	02  Product Research Analyzer	03  Shipment Consolidation	04  Sales & Profit Analysis
05  Warehouse Automation	06  Inventory Manager	07  Reimbursements	08  AI-Powered Repricing Tool

3 Months Free(\$300 value)when you enroll for
TheFBAMachine Accelerator Program

15



Inventory Management

Efficient management of your inventory can help you in the direct direction and help in your business growth.We teach you how to;

- Manage inventory efficiently
- Keep tracks of all your products
- Use our advanced method for inventory replenishment Inventory management software
- Manage suppliers with software
- Replenishment strategies
- Use repricers to increase your listing pricing
- Consolidate your shipments
- Improve your inventory health and achieve great IPI scores

There's more...

16



3PL Warehousing - Automated

8 different warehouses to help you ship your products faster, easier and more automated. This improves your lead time efficiently and effectively

We do this so you can start selling building your store from the first day and because it gets overwhelming new sellers.

We help you receive, prep and ship your products to Amazon and do the heavy lifting including:

- Polybagging
- FNSKU Labeling
- Bubble wrapping
- Bundling
- Storage
- Palletizing

17

You also get these Bonuses without any extra cost



Bonus #1 (value \$2,500) Live group coaching calls with Steven. You can ask any question about Amazon wholesale business.



Bonus #2: (Value \$2000) One-on-one call with Steven and interactive guest training with experts and 7-figure store owners



Bonus #3 (Value \$300/month) Three free months of sales.support platform



Bonus #4 (Value \$1000) Premium placement with pre-vetted virtual assistant



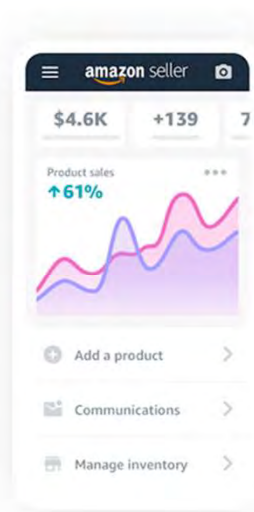
Bonus #5 (Value \$2500) Access to our pre-approved suppliers list so you can start growing your store ASAP

18



DISCLAIMER

- Please understand we can not promise you a specific result.
- We're not implying you'll make a fortune right off the bat.
- However, this program can give you a EXPEDITION into the world of Amazon wholesale...
- Give you insights, blueprints, techniques and everything you need to create, manage and grow a store on Amazon.
- This same program has helped numerous students become Amazon sellers in as little as 90 days



19



theFBAmachine.co portal login

To improve your experience as a store owner. We've built a custom portal where you can keep a central location for all information and statistics regarding your place in our program.



20



We stand by
our Guarantee

We **guarantee** our team will get your store to **\$10K** in **90 Days** or else; we continue working for free until you do.

21

Invitation to join TheFBAMachine Done-for-You Program.

TheFBAMachine done-for-you program is designed to give you a fully automated Amazon business so that you can make passive income on Amazon without lifting a finger.

Here's a chance a selected few to grow their Amazon business from 0 to 7 figures in the shortest possible period.

This is an invite only program for qualified people to leverage on an existing blueprint to grow, manage and scale their Amazon business without any extra work.

To qualify, you must;

Complete TheFBAMachine Accelerated Program.



22



...When You Add It All Up...

The Training, Business Skills, & Support, The tools, The System,
The Blueprint, The Script, The Template...

Worth thousand of \$\$\$

But Today You Get The Opportunity To Grab All of This...

Launch Price: \$6900

Enroll in

TheFBAMachine Accelerator Program today

Additional Costs

Total for Inventory

\$1000+

Monthly Software Fee

\$99

Your personal VA

\$200+

23

Limited Seats Available!





24



Connect with us.

For more information please contact

 info@thefbamachine.com

 www.thefbamachine.co

MANAGEMENT SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is effective as of _____ the “Effective Date”) by and between theFBAmachine INC, a Corporation located in Wilmington, Delaware, (“TheFBAmachine”) and _____ a Corporation with an address of _____ (“Business”). TheFBAmachine and Business may each be referred to as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall commence on the Effective Date and stay in full force and effect until the Business earns \$10,000.00 (the “Term”) or unless terminated earlier pursuant to the terms herein, or parties agree to enter into a new agreement upon the completion of Services as detailed in “Schedule A”. After the completion of the term, Business shall have the option to continue this Agreement, making payments to theFBAmachine at an hourly rate, or may enter into a new agreement with theFBAmachine for additional services.
 2. **TheFBAmachine’s Services and Compensation:** TheFBAmachine is being hired to establish, manage and operate the Business’s Amazon Storefront. Further, TheFBAmachine shall provide the Services described on the Schedule of Services attached hereto as “Schedule A”. As consideration for the Services, TheFBAmachine shall be paid in accordance with the compensation schedule outlined in “Schedule A”.
 3. **Termination:** In the event of early termination by Business, theFBAmachine shall be entitled to retain all payments made by Business obligated under this Agreement. TheFBAmachine may terminate this Agreement at any time by providing a minimum of two weeks prior written notice to Business. If theFBAmachine terminates this Agreement early, they shall remit a prorated amount to Business for services not yet rendered, unless the Business commits a material breach of the terms of this Agreement.
 4. **Work-For-Hire, Property Inventions and Patents:** Except to the extent expressly set forth on the applicable Schedule of Services, any Services and Work Products rendered will be the sole property of Business and, to the extent permitted by law, shall be considered works-made-for-hire. Without further compensation, TheFBAmachine agrees to promptly disclose to Business, and assign and agree to assign to Business or its designee, their respective entire right, title, and interest in and to all Work Product (a) which TheFBAmachine or any subcontractors, as applicable, may solely or jointly develop or reduce to practice in connection with or arising out of the Services, (b) which are aided by the use of time, material or facilities of Business, whether or not during working hours, or (c) which relate to any of the work of TheFBAmachine or any Professional, as applicable, during the Term.
 5. **TheFBAmachine Representations and Indemnification:** TheFBAmachine represents and warrants the following: (a) TheFBAmachine will personally perform the Services; (b) TheFBAmachine will defend, indemnify, and hold harmless Business and Business’s directors, employees, officers, and assigns harmless from and against any loss, damage, liability, claim demand, suit, proceeding, and expenses (including reasonable attorneys’ fees and costs) resulting from any third party claim or any portion thereof infringes the copyright, patent, trade secret or other intellectual property of such third party. TheFBAmachine further indemnifies, agrees to defend and hold harmless Business for any third party or subcontractor claim for damages for personal injury and or property damage arising from the negligence or willful misconduct of TheFBAmachine.
 6. **Nondisclosure and Nonuse of Confidential Information:** Parties acknowledge that: (a) the Confidential Information (as hereinafter defined) is a valuable, special, and unique asset, the unauthorized disclosure or use of which could cause substantial injury and loss of profits and goodwill to the other Party; (b) by reason of the delivery of the Services, the Parties will have access to the Confidential Information. Parties therefore, acknowledges that it is in each Parties legitimate business interest to restrict each other’s disclosure or use of Confidential Information for any purpose other than in connection with their performance hereunder, and to limit any potential misappropriation of such Confidential Information by the other Party.
- 7.1 Business will not disclose or use at any time, either during the Term or thereafter, any Confidential Information (as hereinafter defined) of which Business is or becomes aware, whether or not such information is developed by Business, except to the extent that such disclosure or use is directly related to and required by Business’s performance in good faith or has been expressly authorized by TheFBAmachine; provided, however, that this sentence shall not be deemed to prohibit Business from complying with any subpoena, order, judgment, or decree of a court or governmental or regulatory body of competent

jurisdiction (an “Order”); provided, further, however, that (a) Business agrees to provide TheFBAMachine with prompt written notice of any such Order and to assist TheFBAMachine, at CoBrand’s expense, in asserting any legal challenges to or appeals of such Order that TheFBAMachine in its sole discretion pursues, and (b) in complying with any such Order, Business shall limit any disclosure only to the Confidential Information that is expressly required to be disclosed by such Order. Business will take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss, and theft..

7.2 As used in this Agreement, the term “Confidential Information” means information that is not generally known to the public (including the existence and content of this Agreement) and that is used, developed, or obtained by Business in connection with its business, including, but not limited to, information, observations, and data obtained by TheFBAMachine while engaged by Business or any predecessors thereof (including those obtained prior to the date of this Agreement) concerning (a) the business or affairs of Business (or such predecessors), (b) products or services, (c) fees, costs and pricing structures, (d) designs, (e) analyses, (f) drawings, photographs and reports, (g) computer software and hardware, including operating systems, applications and program listings, (h) flow charts, manuals and documentation, (i) databases and data, (j) accounting and business methods, (k) inventions, devices, new developments, methods, and processes, whether patentable or unpatentable and whether or not reduced to practice, (l) customers and clients (and all information with respect to such persons) and customer or client lists, (m) suppliers (and all information with respect to such persons) or supplier lists, (n) other copyrightable works, (o) all production methods, processes, technology, and trade secrets, and (p) all similar and related information in whatever form.

7. **Independent Contractor:** TheFBAMachine will perform all Services as an independent Contractor and not as an employee or agent of Business and will supervise TheFBAMachine’s own work as well as that of its approved subcontractors. TheFBAMachine will be responsible for payment of all applicable Federal, state and local income tax, and the Business will not withhold or pay any such tax on TheFBAMachine’s behalf. TheFBAMachine is an independent Contractor and shall in no event be considered an employee of Business. TheFBAMachine has no authority to bind Business or incur any obligation or liability on its behalf and shall not state or imply such authority. TheFBAMachine shall not be entitled to or eligible for benefits or programs offered by Business solely to its employees and shall pay all required taxes with respect to TheFBAMachine’s fees and compensation.

8. **No Waiver:** No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (a) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (b) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

9. **Force Majeure:** TheFBAMachine shall not be liable for any delay or failure to perform its obligations due to circumstances beyond TheFBAMachine’s control, such circumstances including without limitation natural disasters, terrorism, labor disputes, war, declaration of governments, transportation delays, computer and/or network failures, acts of civil or military authorities, interruptions in third-party telecommunications or internet equipment or service.

10. **Assignment & Successors:** Business may not assign this Agreement or any of its rights or obligations hereunder without TheFBAMachine express written consent. Any purported assignment or delegation in violation of this Section will be null and void. TheFBAMachine may assign this Agreement and the rights herein without Business’s prior consent.

11. **Severability:** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated.

12. **Assurances:** Each Party represents and warrants to the other Party that they may enter into and fully perform all of their obligations under this Agreement and without breaching, violating, or conflicting with (a) any judgment, order, writ, decree, or injunction of any court, arbitrator, government contractor, or other tribunal that applies to said party or (b) any agreement, contract, obligation, or understanding to which said party is a party or may be bound.

13. **Arbitration, Jurisdiction, and Choice of Law:** (a) To the maximum extent permitted by applicable law, any dispute or claim arising out of or in connection with this Agreement shall be resolved exclusively by confidential and binding arbitration in Delaware administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or if applicable, its JAMS Employment Arbitration Rules and Procedures (“JAMS Rules”), a copy of which can be found by following this link:

<http://www.jamsadr.com/rules-employment-arbitration/>. Notwithstanding the foregoing, to the maximum extent permitted by law, either Party may apply for and obtain temporary or preliminary injunctive or other equitable relief from a court of competent jurisdiction pending arbitration, and such action shall not be a waiver of this agreement to arbitrate any disputed matter. Judgment upon any award rendered by the arbitrator may be entered by any court having jurisdiction. BY SIGNING THIS AGREEMENT, THEFBAMACHINE ACKNOWLEDGES THAT IT IS AGREEING TO ARBITRATE ALL CLAIMS AND AM WAIVING ITS RIGHT TO A JURY TRIAL.

17.1 This Agreement has been entered into in the State of Delaware, and its validity, construction, interpretation and legal effect shall be governed by the laws and judicial decisions of the State of Delaware applicable to contracts entered into and performed entirely within said state (without reference to any conflicts-of-law principles). Any legal action or proceeding between the Parties relating to this Agreement may be commenced only in the state or federal courts in State of Delaware, and each of the Parties hereto agrees to submit to the jurisdiction and not to object to the venue, of such courts with respect to any such legal action or proceeding. Any process in any action or proceeding commenced in such courts may, among other methods, be served upon by delivering or mailing the same (via registered or certified mail) at the address set forth below my signature. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Delaware. If any action, suit or proceeding arising from or based upon this Agreement is brought by either Party hereto against the other, the prevailing Party shall be entitled to recover from the other its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit or proceeding.

14. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be amended or modified only by a written instrument executed by both Parties herein.

ACCEPTED AND AGREED TO BY:

THEFBAMACHINE

BUSINESS

By:

By:

Name:

Name:

Title:

Title:

**SCHEDULE A
SCOPE OF SERVICES**

Services

TheFBAmachine has been hired to establish and manage an Amazon storefront. TheFBAmachine's "Services" shall consist of those services customarily rendered by a management service for an Amazon storefront.

TheFBAmachine shall provide the following Services:

- Establish Amazon storefront
- Establish vendors
- Get the store ungated on Amazon to sell with specified brands
- Merging listings to variations (developed in accordance with Business)
- Create a specialized PPC management strategy
- Spearhead listing price research and optimization

TheFBAmachine will strive to get Businesses Amazon Storefront to earn \$10,000.00 within the Term of the Agreement. In the event the Storefront has not earned \$10,000.00 within the Term, theFBAmachine shall continue rendering services at no additional cost until \$10,000.00 is earned.

Compensation

For the Services rendered, TheFBAmachine shall receive the following payments:

\$6,900.00

Business agrees to pay TheFBAmachine in accordance with its normal processes and procedures within fifteen (15) days of receipt of TheFBAmachine invoice. Any dispute or claim arising out of invoice amounts and services rendered shall be negotiated in good faith. Business shall not be required to pay any amounts in dispute while the dispute is pending. In the event a dispute cannot be resolved, Parties agree to follow the arbitration procedures outlined in this Agreement.

In performing the Services, TheFBAmachine shall adhere to the following guidelines:

1. TheFBAmachine agrees to devote as much productive time, energy and ability to the performance of their duties hereunder as may be necessary to provide the required Services in a timely and productive manner and to the timeframe specified in this Agreement.
2. TheFBAmachine agrees to perform with at least industry standard efforts, energies, and skill the duties and responsibilities attributable to the Services and, except as set forth herein, agrees to devote approximately 40 hours per week of professional time and attention to the delivery and performance of the Services.
3. TheFBAmachine agrees to perform the Services in a workmanlike manner and with professional diligence and skill, as a fully trained, skilled, competent, and experienced personnel.
4. TheFBAmachine shall provide Services that are satisfactory and acceptable to Business and free of defects.

5. TheFBAmachine shall communicate and meet with Business regularly regarding progress it has made with respect to the deliverables and Services.

1/30/2024

3

CALL FROM FBA MACHINE 1-30-2024

The following transcript was produced from a digital file provided to For The Record, Inc. on February 12, 2024.

2

4

REEVE TYNDALL: Sure, yeah. Yeah, of

001205

Call from FBA Machine 1-30-2024

1/30/2024

<p>5</p> <p>1 course. 2 MELISSA: All right, great. So, tell me, 3 why do you want to start an Amazon business? 4 REEVE TYNDALL: Well, I was -- I'm 5 interested in kind of being able to work from home -- 6 MELISSA: Mm-hmm. 7 REEVE TYNDALL: -- spend more time with my 8 family. And, yeah, yeah, I just -- I really want to 9 start my own business, and I kind of saw him on 10 Facebook and it looked interesting and, yeah. 11 MELISSA: Mm-hmm. Okay. So do you 12 presently work? Are you busy during the day, or 13 (inaudible) -- 14 REEVE TYNDALL: Yeah, yeah. 15 MELISSA: -- like taking up with a new 16 adventure for you? 17 REEVE TYNDALL: Yeah, no, no. I work a 18 nine-to-five now. I -- 19 MELISSA: Okay. 20 REEVE TYNDALL: -- yeah, and I'm -- I'm -- 21 I'm interested in -- I don't know if this would be 22 like a side business or, you know, something full- 23 time. 24 MELISSA: It is absolutely an online 25 business.</p>	<p>7</p> <p>1 program, just because -- 2 MELISSA: (Inaudible). 3 REEVE TYNDALL: -- I've never really done it 4 before, so... 5 MELISSA: Mm-hmm. Okay. Well, we're able 6 to help with that. We have -- we provide our 7 customers based on their needs with virtual assistant 8 if you wish, we have managerial services over here, 9 and we'll take care of everything from A to Z for you, 10 opening the store, getting the supplies, getting the 11 suppliers and distributors, any logistics, packaging, 12 labeling, sending over to be fulfilled by Amazon. We 13 do all of that for you. 14 You can just sit back, relax, and watch the 15 dollars rolling in and collect all your receipts and 16 your invoices and just keep an eye on your business if 17 you want, if that's what you want to do. 18 REEVE TYNDALL: Okay. Yeah, I -- I think 19 that -- that would be -- that would be -- that would 20 be great. 21 MELISSA: Mm-hmm. 22 REEVE TYNDALL: Do you know, like, time 23 frame, like how -- how long it would take to get set 24 up, or -- 25 MELISSA: It could take a few weeks,</p>
<p>6</p> <p>1 REEVE TYNDALL: Okay. 2 MELISSA: And it can be full-time or a side 3 hustle depending on how you want to take it. We have 4 a lot of persons who are working full-time, moving -- 5 they don't have any time to handle everything, but 6 they do want their own business. They want a residual 7 income that is something that is always there that can 8 make them more money on top of what they're already 9 making to supplement for their family, right? 10 So most persons open a business for that 11 purpose, or they're retired or they think that, okay, 12 I'm tired of doing the nine-to-five, I want to do 13 something where I can spend more time, as you're 14 saying with your family, maybe go on vacation, you 15 know, go hiking, depending on the weather, I don't 16 know what you want to do. 17 But, yes, that is mainly what some of our 18 clients do here. And they're able to draw, you know, 19 variate between the two because we are able to help 20 them to manage if it's something that they want us to 21 do or if you want to do it yourself, we have a done- 22 for-you program or a done-with-you program. So the 23 choice always rests with you. 24 REEVE TYNDALL: Okay. Yeah, I was -- I was 25 interested in more -- more of the done -- done-for-you</p>	<p>8</p> <p>1 maybe -- I'm not very specific on the time frame, but 2 I do know that -- do you already have, like, a 3 business, like an LLC and all of that? We might want 4 to reach out and get an LLC for you. You may want to 5 open a business account -- business account or a 6 business bank account and stuff like that, so, you 7 know, it may take a few weeks getting all of those set 8 up, but we move pretty fast over here, so you're in 9 good hands. We have connections with -- with 10 everywhere. You can thank us. 11 REEVE TYNDALL: Okay. 12 MELISSA: I'm not tooting our own horn or 13 anything, but, yeah, we -- we make it really quick, 14 really easy, actually really on point when it comes to 15 making sure everything moves fast. 16 REEVE TYNDALL: And, then -- 17 MELISSA: The (inaudible) any (inaudible), 18 you're always there with us. We ask questions, we ask 19 that you can, you know, there are things that you 20 might want to provide to us first and then given 21 after. 22 REEVE TYNDALL: Okay. And, then, like, in 23 terms of inventory and, like, what I need to sell -- 24 MELISSA: Mm-hmm. 25 REEVE TYNDALL: -- and -- and all of that,</p>

2 (Pages 5 to 8)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment P

PX20

001206

Call from FBA Machine 1-30-2024

1/30/2024

9	11
<p>1 do you guys take care of that or --</p> <p>2 MELISSA: We will tell you -- we -- yeah, we</p> <p>3 take care of that, because we mostly go for items that</p> <p>4 are moving, so things that are being sold hundreds of</p> <p>5 times per month, branded products (inaudible) you name</p> <p>6 it, just to name a few. Johnson & Johnson, you know,</p> <p>7 toiletries, liquid washing soap, whatever it is that</p> <p>8 it costs, that is really moving fast and you're seeing</p> <p>9 a dollar sign on it, that can get you something, we'll</p> <p>10 go move towards that.</p> <p>11 REEVE TYNDALL: Okay. And, then, like, how</p> <p>12 much -- how much can I expect to make with this?</p> <p>13 MELISSA: (Inaudible).</p> <p>14 REEVE TYNDALL: Yeah?</p> <p>15 MELISSA: With the business? It all</p> <p>16 depends. Remember, this is a business. Prices</p> <p>17 fluctuate. We -- it all depends, but we're seeing</p> <p>18 clients are making 20, 30 percent on their investing.</p> <p>19 It all depends on how much you want to invest and, you</p> <p>20 know, how much inventory and how your inventory is</p> <p>21 being sold, as per any business, but, yes, the more</p> <p>22 you put in, the more that gets owed, the more you</p> <p>23 make.</p> <p>24 REEVE TYNDALL: Oh, okay. Well -- yeah,</p> <p>25 that'd be great.</p>	<p>1 MELISSA: They'll go over pricing and all of</p> <p>2 that. Everything that you need to know they'll know</p> <p>3 how to deal with that, whatever it is that you want to</p> <p>4 put forward, you know?</p> <p>5 REEVE TYNDALL: Oh, okay.</p> <p>6 MELISSA: Any suggestions or things that you</p> <p>7 can take away from that, we'd appreciate it --</p> <p>8 REEVE TYNDALL: Okay. And how long --</p> <p>9 MELISSA: -- if you have that.</p> <p>10 REEVE TYNDALL: -- how long and --</p> <p>11 MELISSA: (Inaudible).</p> <p>12 REEVE TYNDALL: -- how long have you guys</p> <p>13 been in business for, like have you been doing this</p> <p>14 for a while?</p> <p>15 MELISSA: We've been -- we've been doing</p> <p>16 this since 2014, so almost 10 years, so pretty good --</p> <p>17 a pretty long time, and Steven has -- we've seen,</p> <p>18 like, the establishment of over 250 stores, and these</p> <p>19 stores are making 5,000, 10,000, 100,000 per month.</p> <p>20 It all depends on the store, as I said, and what's</p> <p>21 going on with that person and how much they are</p> <p>22 investing. We've been seeing that.</p> <p>23 And we are growing, you know what I mean?</p> <p>24 So we've seen where we are growing a lot, and we are</p> <p>25 looking forward to making sure that everybody is</p>
10	12
<p>1 MELISSA: Mm-hmm.</p> <p>2 REEVE TYNDALL: Is there -- so is there</p> <p>3 anything that I should read up on or -- or look at</p> <p>4 or...</p> <p>5 MELISSA: I have -- we -- we have, like, our</p> <p>6 YouTube channel. We have our field (inaudible)</p> <p>7 YouTube channel. It goes over everything. We walk</p> <p>8 you through our warehouses -- or one of our</p> <p>9 warehouses. He talks about the business and all. So,</p> <p>10 yes, you can go onto our website, you can look at our</p> <p>11 testimonials, you can read more and learn more about</p> <p>12 our business.</p> <p>13 And the YouTube channels hold a lot, and as</p> <p>14 the day go -- as the days go by, tomorrow and so we'll</p> <p>15 be sending you, like, testimonials from our clients</p> <p>16 and so on that you should look at. So I would suggest</p> <p>17 you go on the YouTube channel, take a look at it,</p> <p>18 watch the videos, write down any questions that you</p> <p>19 may have for senior reps. Once you go over there,</p> <p>20 they will be there for the -- for you and -- answer</p> <p>21 all the questions that you may have written down.</p> <p>22 So just be prepared, get a -- grab a pen,</p> <p>23 grab a pencil, get comfortable and get ready and</p> <p>24 expect some business.</p> <p>25 REEVE TYNDALL: Okay.</p>	<p>1 making something on here.</p> <p>2 REEVE TYNDALL: Oh, great, okay. Yeah, that</p> <p>3 -- that --</p> <p>4 MELISSA: All right.</p> <p>5 REEVE TYNDALL: -- that sounds great. Okay.</p> <p>6 MELISSA: So while we are talking here, let</p> <p>7 me forward these -- the website link to you and</p> <p>8 (inaudible) pages. I'm just going to send that</p> <p>9 directly to you, even though they're at the end of</p> <p>10 every message -- most messages that we send you. But</p> <p>11 I am sending this specifically, and I want to -- so I</p> <p>12 want to also ask a few questions.</p> <p>13 Per your form that I'm looking at that you</p> <p>14 sent to us, that you submitted, I'm seeing that you're</p> <p>15 saying that you're ready to go right now. Is it that</p> <p>16 if you go over to the meeting and you're hearing what</p> <p>17 you like that you're ready to move forward right away?</p> <p>18 REEVE TYNDALL: Absolutely, yeah. Yeah, I'm</p> <p>19 ready to really take a plunge.</p> <p>20 MELISSA: All right, great. And you say in</p> <p>21 here that you said that you're looking to start with</p> <p>22 60,000 or more. Is that accurate, or was it just that</p> <p>23 -- that just a -- like an estimate?</p> <p>24 REEVE TYNDALL: Yeah, so I have about 70,000</p> <p>25 in my -- between, like, a brokerage account and --</p>

3 (Pages 9 to 12)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment P

PX20

001207

Call from FBA Machine 1-30-2024

1/30/2024

13	15
<p>1 MELISSA: Okay. 2 REEVE TYNDALL: -- a savings account that I 3 could invest. 4 MELISSA: Okay, great. So it's between a 5 savings and a brokerage account, okay. I see. So 6 some are liquid and some are not, so like that, 7 okay, understand. And are you doing this by yourself, 8 [REDACTED] or are you doing this with your spouse or your 9 kids or -- 10 REEVE TYNDALL: No, it's -- it's just going 11 to be me. 12 MELISSA: (Inaudible). 13 REEVE TYNDALL: Yeah. 14 MELISSA: Okay, so you would be the main 15 contributor, the full owner -- 16 REEVE TYNDALL: Yeah. 17 MELISSA: -- basically. (Inaudible). 18 REEVE TYNDALL: Yeah. 19 MELISSA: Okay. So what I'm going to do is 20 I'm going to make sure that I lock your -- your 21 confirmation in for your appointment. I'm going to 22 make sure to close that in for you. And I'm going to 23 send you confirmation to your email. 24 REEVE TYNDALL: Oh -- 25 MELISSA: So I will really love, once you</p>	<p>1 you located? 2 MELISSA: We're in -- we're in New Jersey. 3 REEVE TYNDALL: Oh, oh -- 4 MELISSA: So (inaudible) New Jersey -- 5 REEVE TYNDALL: -- okay, East Coast. East 6 Coast. 7 MELISSA: -- our offices are located 8 (inaudible) New Jersey. 9 REEVE TYNDALL: Yeah, yeah, yeah. 10 MELISSA: (Inaudible). 11 REEVE TYNDALL: Would, like, a 5:00 your 12 time work? 13 MELISSA: I probably could find a 4:00-to- 14 5:00 because their hours are from 9:00 to 5:00. 15 REEVE TYNDALL: Okay, yeah, I could -- 16 MELISSA: But -- 17 REEVE TYNDALL: -- I could do a -- 18 MELISSA: -- that's like -- 19 REEVE TYNDALL: -- I could do a 4:00. 20 MELISSA: 4:00? 21 REEVE TYNDALL: Yeah. 22 MELISSA: Okay. One second. So 4:00 p.m. 23 Let's see if I can get that in. Hold on a moment for 24 me, please. I have to put it on a certain time just 25 to make sure that I'm getting those times. Uh-oh, not</p>
14	16
<p>1 see that, for you to just submit it in for me, agree 2 to the time, just to confirm it -- 3 REEVE TYNDALL: Oh, is -- 4 MELISSA: -- so that it's completely locked 5 in our end. 6 REEVE TYNDALL: Sorry -- 7 MELISSA: Go ahead. 8 REEVE TYNDALL: -- could I actually change 9 the time? 10 MELISSA: Sure. 11 REEVE TYNDALL: To -- to -- 12 MELISSA: Of course. I can look to see 13 what -- 14 REEVE TYNDALL: -- yeah, do you have like 15 a -- 16 MELISSA: What's the time that you'd like? 17 REEVE TYNDALL: -- do you actually have like 18 kind of like a Thursday late afternoon? 19 MELISSA: Let me take a look for you. 20 REEVE TYNDALL: Okay. 21 MELISSA: How about -- da-da-da-da-da-da -- 22 Thursday, late afternoon, so let me see. Thursday, 23 let's see, for, like, what's -- what's the best time 24 that you're looking for, like a 4:00 p.m.? 25 REEVE TYNDALL: It -- are you -- where are</p>	<p>1 getting it -- this person for that time. 2 REEVE TYNDALL: Oh. 3 MELISSA: Let me see if I can find someone 4 else who may have a 4. What I'm seeing is like a 1:00 5 p.m. for this person that I'm presently looking at 6 right now who wants you, but let me see if I can 7 change that if there's availability with another 8 person there -- 9 REEVE TYNDALL: Yeah, if there could be 10 another person, because 4:00 would work better for me. 11 MELISSA: I see a 3:00 p.m. for that person 12 that is available. 13 REEVE TYNDALL: Is there anyone that -- 14 MELISSA: The only one person (inaudible) 15 available. 16 REEVE TYNDALL: Is there anyone that could 17 do the 4:00? 18 MELISSA: Hmm, let me see. I could reach 19 out but I'm not sure. If you're not seeing the time 20 it probably means that it's already -- the slot is 21 already full for that time period. That's a no. No 22 4:00 (inaudible) based on the -- the -- just 3:00. 23 REEVE TYNDALL: Oh -- 24 MELISSA: How about Friday? Is it that you 25 -- you're busy on Friday? I could try to look for</p>

4 (Pages 13 to 16)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment P

PX20

001208

Call from FBA Machine 1-30-2024

1/30/2024

<p>17</p> <p>1 Friday. 2 REEVE TYNDALL: Yeah, yeah. What -- what -- 3 what times are available Friday? 4 MELISSA: Let's see. So for Friday, I have 5 a (inaudible) so for Friday, I -- hmm, so no 4 for 6 Friday with that person. Let's try another. So 7 Friday, Friday I have -- all the stuff seems to be 8 full after -- after 3:00 p.m. -- 9 REEVE TYNDALL: Oh, okay. Could I do -- 10 MELISSA: -- for Friday -- 11 REEVE TYNDALL: -- I could -- 12 MELISSA: -- as well. 13 REEVE TYNDALL: -- I could do a morning on 14 Friday. 15 MELISSA: Okay. Morning sounds great. So 16 we are (inaudible) for morning. For Friday with 17 Wendy. 18 REEVE TYNDALL: Okay. Yeah, that sounds 19 great. 20 MELISSA: So Wendy has a 9:00 a.m. to 10:00; 21 10:00 to 11:00; 1:00 to 2:00; 2:00 to 3:00; and 3:00 22 to 4:00 -- 23 REEVE TYNDALL: Could I -- 24 MELISSA: -- for Friday. 25 REEVE TYNDALL: -- could I do the 9:00 to</p>	<p>19</p> <p>1 REEVE TYNDALL: Yep. 2 MELISSA: Are you -- can you check your 3 email for me and confirm that so we can plant that in? 4 If you have any issues at all before meeting that 5 appointment, please let us know. I will be more than 6 happy to go ahead and reschedule for you, okay? 7 REEVE TYNDALL: Oh, okay, perfect. Thanks 8 so much. And what -- what's your name? 9 MELISSA: My name is Melissa -- 10 REEVE TYNDALL: Oh, okay. 11 MELISSA: -- [REDACTED] Thank you -- 12 REEVE TYNDALL: Perfect. 13 MELISSA: -- for calling us, for reaching 14 out. We appreciate your business. 15 REEVE TYNDALL: Okay. Thank you so much. 16 MELISSA: You're welcome. Bye for now. 17 REEVE TYNDALL: Bye. 18 (The call was concluded.) 19 REEVE TYNDALL: My name is Reeve Tyndall. 20 I'm an investigator with the Federal Trade Commission. 21 That was a call received from area code (973) 846- 22 1816. The date is January 30th, 2024. The time is 23 5:31 p.m. Eastern time. This ends the recording. 24 (The recording was concluded.) 25</p>
<p>18</p> <p>1 10:00? 2 MELISSA: Sure. All right. So let me just 3 confirm that for you. 9:00 to 10:00. One second. 4 Bear with me. I'm going to jump off this. I keep 5 going back to it. It kind of kicked (inaudible) 9:00 6 to 10:00 for Friday with Wendy. Waiting for it to be 7 confirmed, okay? Bear with me a second. Confirm. 8 Friday. One moment. (Inaudible) but it's 9 not confirmed yet. I apologize for the slow response. 10 REEVE TYNDALL: Oh, no worries. 11 MELISSA: Just bear with me. And maybe it's 12 my internet. Maybe it's a problem with my internet. 13 (Inaudible). 14 Friday (inaudible). And (inaudible) with 15 Wendy. Okay. 16 So I have placed that appointment for you 17 with Wendy. It's updating. All right, there we go. 18 Finally. Thank you. Thank you so much for your 19 patience. 20 REEVE TYNDALL: Oh, no worries. 21 MELISSA: Okay? 22 REEVE TYNDALL: Thank you. 23 MELISSA: It can be trying sometimes. All 24 right, so there we go. Confirmation is being sent 25 over to the email (inaudible) @gmail.com.</p>	<p>20</p> <p>1 CERTIFICATE OF TRANSCRIPTIONIST 2 3 4 I, Sara J. Vance, do hereby certify that the 5 foregoing proceedings and/or conversations were 6 transcribed by me via CD, videotape, audiotape or 7 digital recording, and reduced to typewriting under my 8 supervision; that I had no role in the recording of 9 this material; and that it has been transcribed to the 10 best of my ability given the quality and clarity of 11 the recording media. 12 I further certify that I am neither counsel 13 for, related to, nor employed by any of the parties to 14 the action in which these proceedings were 15 transcribed; and further, that I am not a relative or 16 employee of any attorney or counsel employed by the 17 parties hereto, nor financially or otherwise 18 interested in the outcome of the action. 19 20 21 DATE: 2/26/2024 s/Sara J. Vance 22 SARA J. VANCE, CERT 23 24 25</p>

5 (Pages 17 to 20)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment P

PX20

001209

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

OFFICIAL TRANSCRIPT PROCEEDING		3	
FEDERAL TRADE COMMISSION			
MATTER NO.	2423002		
DATE	RECORDED: FEBRUARY 2, 2024 TRANSCRIBED: FEBRUARY 27, 2024		
PAGES	1 THROUGH 62		
GOOGLE MEET CALL WITH FBA MACHINE 2-2-2024			
		1 FEDERAL TRADE COMMISSION	
		2	
		3 In the Matter of:)	
		4) Matter No. 22423002	
		5)	
		6 -----)	
		7 February 2, 2024	
		8	
		9	
		10	
		11 The following transcript was produced from a	
		12 digital file provided to For The Record, Inc. on	
		13 February 12, 2024.	
		14	
		15	
		16	
		17	
		18	
		19	
		20	
		21	
		22	
		23	
		24	
		25	

2		4	
1 FEDERAL TRADE COMMISSION		1 P R O C E E D I N G S	
2 I N D E X		2 - - - - -	
3		3 GOOGLE MEET CALL WITH FBA MACHINE 2-2-2024	
4 RECORDING:	PAGE:	4 REEVE TYNDALL: My name is Reeve Tyndall.	
5 Google Meet Call with FBA Machine 2-2-2024	4	5 I'm an investigator with the Federal Trade Commission.	
6		6 This is an undercover Google Meet with Wendy Franco	
7		7 from the FBA Machine. The date is February 2nd, 2024.	
8		8 The time is 9:00 a.m., Eastern Time.	
9		9	
10		10 WENDY FRANCO: Hi, [REDACTED] How's it going?	
11		11 REEVE TYNDALL: Good. How are you doing?	
12		12 Wendy?	
13		13 WENDY FRANCO: Yes, Wendy. Very nice to	
14		14 meet you, and I am doing great. Very excited to -- to	
15		15 be on this call with you. Whereabouts are you?	
16		16 REEVE TYNDALL: I'm in -- just outside of	
17		17 the Bay Area, California.	
18		18 WENDY FRANCO: Oh.	
19		19 REEVE TYNDALL: Yeah.	
20		20 WENDY FRANCO: You're in Cal- -- I don't	
21		21 know why we have Eastern Standard Time for your time	
22		22 zone. So you're in California?	
23		23 REEVE TYNDALL: Yeah.	
24		24 WENDY FRANCO: So it's bright and early for	
25		25 you.	

1 (Pages 1 to 4)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001210

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

5	7
<p>1 REEVE TYNDALL: I have to go to work early, 2 so, yeah. 3 WENDY FRANCO: That makes sense. 4 REEVE TYNDALL: Yeah. 5 WENDY FRANCO: Yeah, I'm from California, 6 too, but I'm from Southern California. 7 REEVE TYNDALL: Oh, okay. 8 WENDY FRANCO: Yeah. 9 REEVE TYNDALL: What part -- what part of 10 Southern California? 11 WENDY FRANCO: Yeah, so I'm from Woodland 12 Hills. I don't know if you're familiar with the San 13 Fernando Valley? 14 REEVE TYNDALL: Yeah, a little, a little. 15 Yeah, I have -- my grandparents, well, they passed 16 now, but they lived outside of Whittier, California, 17 yeah. 18 WENDY FRANCO: Beautiful. 19 REEVE TYNDALL: Yeah, yeah. 20 WENDY FRANCO: Yeah, so they were close to, 21 like, Orange County-ish? 22 REEVE TYNDALL: Yeah, yeah. They were kind 23 of on the -- 24 WENDY FRANCO: (Inaudible). 25 REEVE TYNDALL: -- right on the border</p>	<p>1 [brief audio pause] how we can support you, and then 2 we'll -- we'll dive right in. Do you have any -- 3 like, are you good right now for at least 45 minutes? 4 REEVE TYNDALL: Oh, yeah. Yep, I'm good. 5 Yeah. 6 WENDY FRANCO: Okay. 7 REEVE TYNDALL: Yep. 8 WENDY FRANCO: Perfect. So, [REDACTED] just -- 9 just out of curiosity, what got you interested in 10 wanting to start an Amazon business? 11 REEVE TYNDALL: You know, I've -- I've seen 12 a lot of stuff on Instagram. I've seen some stuff -- 13 is it Steve or Steven or -- 14 WENDY FRANCO: Steven. 15 REEVE TYNDALL: -- yeah, yeah, yeah. 16 WENDY FRANCO: Yeah. 17 REEVE TYNDALL: Yeah, and I -- you know, 18 I've never kind of started my own business before. I 19 think it would be -- be pretty cool. Yeah, I think it 20 would -- I think it would be pretty cool. Yeah. 21 WENDY FRANCO: Okay. So you're -- so this 22 would be your first business, then? 23 REEVE TYNDALL: Yeah. Yep. 24 WENDY FRANCO: Okay. All right. I love it. 25 And what do you do right now for work?</p>
6	8
<p>1 there, yeah. Yeah. 2 WENDY FRANCO: Yeah. 3 REEVE TYNDALL: Yeah. 4 WENDY FRANCO: I love California. Honestly, 5 no -- no other state compares. I mean, that's just my 6 opinion, but... 7 REEVE TYNDALL: Yeah. 8 WENDY FRANCO: All right, [REDACTED] So we're -- 9 we'll go ahead and dive right in, because I know your 10 time is very valuable. Is there anybody else, any 11 decision-makers that need to be on this call with us 12 right now? 13 REEVE TYNDALL: No, no, just me. 14 WENDY FRANCO: All right. So Melissa did 15 give me a little bit of information in regards to what 16 you're looking for. You're -- you're definitely 17 looking for a more done-for-you model. I know that 18 you work a nine-to-five. You want to be able to spend 19 more time with your family, and pretty much just that 20 summarizes a little bit of what she told me. 21 Does that sound about right? 22 REEVE TYNDALL: Yeah. Yep, yep. 23 WENDY FRANCO: Okay. Great. So, yeah, I'm 24 going to cover the done-for-you model with you on this 25 call, but I just want to go over a little bit more</p>	<p>1 REEVE TYNDALL: So I work in like an 2 agricultural supply company. So kind of -- you know, 3 kind of adjacent, but obviously we don't, you know, 4 sell to -- 5 WENDY FRANCO: Yeah, yeah, yeah, yeah. 6 REEVE TYNDALL: -- people -- yeah. Yeah, so 7 it's not quite the same, but, you know, that kind of 8 got -- what got me on the path a little bit. So -- 9 but, yeah, I mean, it just seems like Amazon is -- 10 WENDY FRANCO: Okay. 11 REEVE TYNDALL: -- you know, everywhere, 12 so -- 13 WENDY FRANCO: Yeah. 14 REEVE TYNDALL: -- it seems like it's the 15 right place to start a business, so -- 16 WENDY FRANCO: It's -- yeah, it's -- I mean, 17 do you have an Amazon Prime account? 18 REEVE TYNDALL: I have a Prime account, 19 yeah. And I looked at making a seller account, but I 20 haven't taken the plunge or anything like that yet, 21 so... 22 WENDY FRANCO: We can help you, because that 23 process can be a little tedious. But, yeah, just kind 24 of going back to your point with Amazon, it's -- it's 25 a trillion-dollar market. Everybody has Prime.</p>

2 (Pages 5 to 8)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001211

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

9	11
<p>1 Everyone shops on Amazon. So there's a lot of room 2 for growth and opportunity in the space itself, 3 especially now. And right now, every since COVID, it 4 just -- it's just gone upward, but especially right 5 now because a lot of Walmart stores, Target stores, 6 they're all closing down because people are just 7 completely transitioning online. So why not take a 8 piece of the cut, right? 9 REEVE TYNDALL: Definitely, yeah. 10 WENDY FRANCO: So as far as your -- your 11 work, agri- -- you work in the agricultural field, do 12 you like what you do? 13 REEVE TYNDALL: Yeah, I -- I like what I do. 14 I don't like getting up early in the morning. I don't 15 know -- I don't know if you know any farmers, but they 16 are early-morning people, and I'm not an early-morning 17 person. So -- but it's -- it's fun. It's -- it's 18 fun. And I get to travel a little bit, which is nice. 19 But, yeah, no, it would -- it would be nice to have a 20 little bit more flexibility -- 21 WENDY FRANCO: Yeah. 22 REEVE TYNDALL: -- you know, and stuff like 23 that, so I kind of have family -- 24 WENDY FRANCO: Do you feel like -- 25 REEVE TYNDALL: -- spread out, and it would</p>	<p>1 unless you want to take over, but, yeah, we would 2 pretty much manage the business for you. So it's -- 3 it'll be that stream of income that's coming in. 4 You're just more of, like, an investor, I guess, per 5 se -- 6 REEVE TYNDALL: Okay. 7 WENDY FRANCO: -- with this type of model. 8 So that would free up plenty of time for you to be 9 able to spend time with your family. 10 REEVE TYNDALL: Okay. Yeah, that -- that 11 would be great. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: Yeah. 14 WENDY FRANCO: Yeah. Yeah. And with time. 15 Obviously, it's a business, right? And I think you 16 have -- you know, pretty much understand that, but it 17 takes time to build, but you will get to a point where 18 you can decide whether you want to keep your job or 19 maybe you don't or you want to work part-time. It's 20 just obviously that'll be that deciding factor, but 21 this will get to a point where it will eventually 22 replace that income -- 23 REEVE TYNDALL: Okay. 24 WENDY FRANCO: -- so that you feel more 25 comfortable making whatever decisions feel more</p>
10	12
<p>1 be nice to travel to see them and, you know, not 2 have to worry about taking time off work and, you 3 know, and thinking about, you know, growing -- 4 starting a family -- 5 WENDY FRANCO: Yeah. 6 REEVE TYNDALL: -- of my own, and, yeah, so 7 I -- yeah. So that's kind of where I'm at. 8 WENDY FRANCO: Gotcha. Do you feel like if 9 Amazon were to take off for you, is that something 10 that you want to just be able to replace the income 11 from your current job, or is it more just like another 12 stream of income? 13 REEVE TYNDALL: That's a good question. 14 I -- I go back and forth. I mean, I think that -- I 15 think I'd want to see it kind of like bring in money 16 first, but I think -- 17 WENDY FRANCO: Right. 18 REEVE TYNDALL: -- eventually I could see it 19 be my full-time job, but I don't know what, like, the 20 day-to-day would look like for that, so, yeah. 21 WENDY FRANCO: Well, the beautiful part 22 about a done-for-you model is it's literally done for 23 you, so you don't have to do anything. 24 REEVE TYNDALL: Oh. 25 WENDY FRANCO: That's the beautiful part,</p>	<p>1 comfortable for you at that time. 2 REEVE TYNDALL: Yeah. Okay. 3 WENDY FRANCO: So let's talk about goals, 4 because that's very important, financial goals. How 5 much do you want to be making a month with Amazon 6 profit-wise? Have you thought about that yet? 7 REEVE TYNDALL: I thought about it when I 8 filled out the form. Yeah, I mean, right now, I'm -- 9 I make about 8 -- 8K a month. You know, I get a bonus 10 at the end of the year, so it's kind of hard to kind 11 of calculate that in. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: But, you know, I kind of 14 hover around that -- yeah, six-figure range. If it's 15 a -- 16 WENDY FRANCO: Gotcha. 17 REEVE TYNDALL: -- good year, it's, you 18 know, it's above. If it's not, it's, you know, below. 19 So I -- I think I'd want to kind of come in at that 20 amount as a goal. 21 WENDY FRANCO: Okay. 22 REEVE TYNDALL: At least to make it a full- 23 time thing, you know? Yeah. So I don't know how 24 realistic that is at all. 25 WENDY FRANCO: Very doable.</p>

3 (Pages 9 to 12)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001212

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

13	15
<p>1 REEVE TYNDALL: Okay.</p> <p>2 WENDY FRANCO: No, no, it's -- that's --</p> <p>3 that's very realistic. It's very doable to do that</p> <p>4 within a 12-month time frame.</p> <p>5 REEVE TYNDALL: Okay.</p> <p>6 WENDY FRANCO: We can definitely -- we can</p> <p>7 definitely get you there. I mean, we have clients</p> <p>8 making 10K months. We have clients making \$100,000 a</p> <p>9 month. We have a client making a million dollars a</p> <p>10 month in profit. So you can imagine, right, the sky's</p> <p>11 the limit. Like I said earlier, it takes time to</p> <p>12 build, but we can get you there. Once we're at that</p> <p>13 goal, we can even talk about the next goal, because</p> <p>14 most of our clients like to scale, want to grow, and</p> <p>15 that's a beautiful part about this business is that it</p> <p>16 does continue to grow.</p> <p>17 REEVE TYNDALL: Okay. Yeah, that -- that</p> <p>18 would be great. Yeah.</p> <p>19 WENDY FRANCO: All right. So let's talk</p> <p>20 about personal goals. I know one of the things you</p> <p>21 did mention is obviously being able to spend more time</p> <p>22 with your family. Is your family spread out across</p> <p>23 the states, or what's kind of the situation there?</p> <p>24 REEVE TYNDALL: Yeah, yeah. I mean,</p> <p>25 we're -- we're mostly kind of West Coast. I have some</p>	<p>1 area is fine. I mean, it's just driving distance.</p> <p>2 WENDY FRANCO: Right.</p> <p>3 REEVE TYNDALL: Well, you're from</p> <p>4 California. You know driving distances are a</p> <p>5 little -- a little -- a little --</p> <p>6 WENDY FRANCO: You plan your day around --</p> <p>7 REEVE TYNDALL: -- yeah, yeah. Yeah, yeah.</p> <p>8 WENDY FRANCO: -- yeah, your drive.</p> <p>9 REEVE TYNDALL: But, yeah, so, yeah, I'm</p> <p>10 definitely full-time right now, yeah. And I</p> <p>11 definitely have to take -- you know, it's not -- I can</p> <p>12 do a little bit of remote work, but, you know --</p> <p>13 WENDY FRANCO: Yeah.</p> <p>14 REEVE TYNDALL: -- I can't -- I can't take</p> <p>15 weeks off at a time. You know, I could -- I can -- I</p> <p>16 could, but, you know, I have to take leave. I</p> <p>17 couldn't, like, work remotely for, you know, weeks at</p> <p>18 a time, so, yeah. So that -- that's the other --</p> <p>19 WENDY FRANCO: It makes it really difficult</p> <p>20 --</p> <p>21 REEVE TYNDALL: Yeah. I mean, that's the</p> <p>22 other thing that I was thinking, you know, if I got</p> <p>23 involved with Amazon, it'd make that a little -- a</p> <p>24 little easier. I could kind of work from -- work from</p> <p>25 different places, yeah.</p>
14	16
<p>1 family in Arizona, some family in Oregon, like rural</p> <p>2 Oregon. You know, my -- my fiancé's family is kind of</p> <p>3 spread out, so, yeah.</p> <p>4 WENDY FRANCO: Yeah. Oh, can you hear me?</p> <p>5 You cut out for me?</p> <p>6 REEVE TYNDALL: Oh --</p> <p>7 WENDY FRANCO: You cut out on me.</p> <p>8 REEVE TYNDALL: -- yep, I can hear you.</p> <p>9 Sorry, the internet --</p> <p>10 WENDY FRANCO: (Inaudible) okay.</p> <p>11 REEVE TYNDALL: -- is not the best.</p> <p>12 WENDY FRANCO: No, no.</p> <p>13 REEVE TYNDALL: Yeah.</p> <p>14 WENDY FRANCO: You're good. So -- so,</p> <p>15 obviously, it's important for you to be able to spend</p> <p>16 more time with your family. Is it -- do you -- do you</p> <p>17 find it very difficult right now? Are you working,</p> <p>18 like, 40-plus hours?</p> <p>19 REEVE TYNDALL: Yeah, I'm working 40-plus</p> <p>20 hours. You know, it's -- it's a little variable</p> <p>21 because, like, it's kind of half in the office, half</p> <p>22 like on onsite sometimes, just depending on, you know,</p> <p>23 what account I'm working on at that particular moment.</p> <p>24 WENDY FRANCO: Yeah.</p> <p>25 REEVE TYNDALL: So the area -- I mean, the</p>	<p>1 WENDY FRANCO: Yeah.</p> <p>2 REEVE TYNDALL: Yeah.</p> <p>3 WENDY FRANCO: It gives you that freedom,</p> <p>4 absolutely. No, you can be anywhere in the world.</p> <p>5 That's the beautiful part.</p> <p>6 How long have you been doing what you do?</p> <p>7 REEVE TYNDALL: So I'm coming up on 15 years</p> <p>8 now, yeah, so --</p> <p>9 WENDY FRANCO: Wow.</p> <p>10 REEVE TYNDALL: -- for a while. Not at the</p> <p>11 same company. A few different --</p> <p>12 WENDY FRANCO: (Inaudible).</p> <p>13 REEVE TYNDALL: -- a few different -- yeah,</p> <p>14 similar --</p> <p>15 WENDY FRANCO: Okay.</p> <p>16 REEVE TYNDALL: -- similar, yeah. So, yeah,</p> <p>17 and, I mean, I like -- I like the people I work with.</p> <p>18 They're super nice. I like our clients, mostly.</p> <p>19 Yeah, so --</p> <p>20 WENDY FRANCO: Yeah.</p> <p>21 REEVE TYNDALL: -- I mean, it -- it's --</p> <p>22 it's an interesting -- interesting job and, you know,</p> <p>23 I think it's a good mix, too, because I get to be</p> <p>24 outside, but --</p> <p>25 WENDY FRANCO: Yeah.</p>

4 (Pages 13 to 16)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001213

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

17	19
<p>1 REEVE TYNDALL: -- it's not like a full 2 outside job. My dad was a mailman, and he was outside 3 most of the day, which was fine most of the time, but, 4 you know, yeah. 5 WENDY FRANCO: Yeah. 6 REEVE TYNDALL: Yeah. You know, just -- 7 it'd be nice to have more flexibility, I guess, yeah. 8 Yeah. 9 WENDY FRANCO: Yeah, no, I mean, could you 10 see yourself doing what you do in the next 15 years? 11 REEVE TYNDALL: Umm... 12 WENDY FRANCO: The same exact routine? 13 REEVE TYNDALL: I mean, I -- I can, but I am 14 really looking for a change, yeah. 15 WENDY FRANCO: Yeah, yeah. 16 REEVE TYNDALL: Yeah. 17 WENDY FRANCO: Yeah, absolutely. Well, this 18 is why we're on this call, right? 19 REEVE TYNDALL: Yeah. 20 WENDY FRANCO: Yeah, absolutely. So what 21 other personal goals do you have aside from freeing up 22 time? Like, let's say you were making a decent amount 23 of profit with Amazon. Do you have any personal goals 24 that you'd like to accomplish? 25 REEVE TYNDALL: I -- I mean, I'd love to buy</p>	<p>1 goals in mind. 2 REEVE TYNDALL: Yeah. 3 WENDY FRANCO: But -- 4 REEVE TYNDALL: Yeah. 5 WENDY FRANCO: -- yeah, it's a different 6 phase -- 7 REEVE TYNDALL: Yeah. 8 WENDY FRANCO: -- once you're getting 9 married, right? 10 REEVE TYNDALL: Yeah. Yes. 11 WENDY FRANCO: Are you guys planning on 12 staying in California? 13 REEVE TYNDALL: Yeah, I think -- I think we 14 will. I mean, we're both from California. I lived 15 for a little while in the Arizona area, but, yeah, 16 we're mostly -- mostly -- mostly West Coast. So, 17 yeah. 18 WENDY FRANCO: That's good, yeah. 19 REEVE TYNDALL: So... 20 WENDY FRANCO: So you definitely need to 21 save up for that -- 22 REEVE TYNDALL: Yeah. 23 WENDY FRANCO: -- house because California 24 is -- 25 REEVE TYNDALL: Yeah, and even -- even --</p>
18	20
<p>1 a house. I think that's a big one. 2 WENDY FRANCO: Mm-hmm. 3 REEVE TYNDALL: Travel more. You know, 4 we're -- we're getting married next year, but -- 5 WENDY FRANCO: Congrats. 6 REEVE TYNDALL: -- thank you. But, you 7 know, we're going to keep it small. We're -- it -- 8 it's just going to be in my fiance's backyard -- 9 parents' backyard. So that -- that will be -- that 10 will be fine. It's not like we're saving up for a 11 wedding or anything. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: But -- but, yeah, I mean, it 14 would be just nice, obviously, like the next kind of 15 phase in my life, you know, I'm just kind of thinking 16 about that that now. So, yeah. 17 WENDY FRANCO: Oh, yeah. 18 REEVE TYNDALL: Yeah. 19 WENDY FRANCO: And it's definitely another 20 phase, yeah -- 21 REEVE TYNDALL: Yeah, yeah. 22 WENDY FRANCO: -- being able to purchase 23 your dream home with your partner, being able to 24 travel to different parts of the world with your 25 partner, and I'm sure you guys have a lot of other</p>	<p>1 yeah, even -- even -- even where I'm at. It's kind of 2 like Bay Area-adjacent -- 3 WENDY FRANCO: Yeah. 4 REEVE TYNDALL: -- I would say, but even 5 there -- 6 WENDY FRANCO: Mm-hmm. 7 REEVE TYNDALL: -- you know, people commute 8 into San Jose. 9 WENDY FRANCO: Yeah. 10 REEVE TYNDALL: And, so, the house prices 11 are that type of crazy. Yeah. 12 WENDY FRANCO: Trust me, I've seen. I know. 13 I know. 14 REEVE TYNDALL: Yeah. 15 WENDY FRANCO: Well, let's go ahead, and I'm 16 gonna -- I'm gonna go ahead and go into the program, 17 but just out of curiosity, what type of support are 18 you looking for, [REDACTED] from us? 19 REEVE TYNDALL: So I talked -- it was 20 Melissa yesterday or -- 21 WENDY FRANCO: Melissa. 22 REEVE TYNDALL: Yeah, yeah, yeah, yeah. 23 Yeah, I mean, I -- just because I've never done this 24 before, I -- I think I would be more interested in the 25 -- is done -- done-for-you?</p>

5 (Pages 17 to 20)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001214

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>21</p> <p>1 WENDY FRANCO: Done-for -- 2 REEVE TYNDALL: Yeah. 3 WENDY FRANCO: -- for-you model. 4 REEVE TYNDALL: Yeah. 5 WENDY FRANCO: Mm-hmm. 6 REEVE TYNDALL: Yeah. And I don't know -- 7 you know, I have between -- kind of more liquid funds. 8 I have about 70K -- 9 WENDY FRANCO: Okay. 10 REEVE TYNDALL: -- but I could potentially 11 invest a -- a little bit more. I don't know if that 12 is, like, I don't know what the thresholds are or 13 anything like that, but that's kind of where I'm at. 14 WENDY FRANCO: That's where you're at. 15 REEVE TYNDALL: Yeah. 16 WENDY FRANCO: She actually mentioned the 17 capital. Yeah, no, that's completely fine. We -- we 18 can -- we can start with that capital. If you have 19 more, that's obviously better in the future because 20 the more capital -- with Amazon, the way it works, the 21 more capital you have, the -- the faster your business 22 can grow. And I'll talk to you about profit margins 23 in a little bit. 24 So, pretty much, you need help from A to Z. 25 You want us to pretty much do everything for you, with</p>	<p>23</p> <p>1 you've gotten a chance to go through the YouTube 2 channel or any other information yet. 3 REEVE TYNDALL: I was on your website, I 4 think, and I watched a few videos, and then I -- you 5 know, I've -- I started following Steven on Instagram. 6 WENDY FRANCO: Instagram? 7 REEVE TYNDALL: Yeah, yeah. So -- so, 8 yeah -- 9 WENDY FRANCO: Okay. 10 REEVE TYNDALL: -- I mean, I -- I haven't 11 done, like a complete deep dive or anything, but, 12 yeah, I've seen a little bit. 13 WENDY FRANCO: No worries. I mean, just a 14 little summary. We've been in business for over nine 15 years, so I always say we started doing FBA before it 16 became cool, because now you see a lot of people, 17 like, you know, young people on TikTok and such, like, 18 we actually have a full understanding of how the 19 market works, how the competition works. We have 20 investors that have -- you know, we have over 250 21 investors that have trusted us over the years. 22 Our biggest investor right now is hitting 5 23 million a month in revenue, so you could just imagine 24 the profits. So our goal with our investors is to 25 pretty much build a long-term relationship with you --</p>
<p>22</p> <p>1 the option in the future, if you want, you can take 2 over and manage a store on your own, but just knowing 3 -- just know that this done-for-you model, we can 4 pretty much take care of your business, like life -- 5 for a lifetime, for as long as you want us, until you 6 decide maybe you want to take over. 7 REEVE TYNDALL: Okay. 8 WENDY FRANCO: So that will be up to you at 9 any point. So that's the beautiful part about this 10 because people (inaudible) done-for-you model. It's 11 more of an investor, kind of like yourself, because 12 you're working a lot. You don't have time to 13 communicate with vendors, to do product research, to 14 list items in your store. There's a lot that goes on 15 behind the scenes, so you're just looking for someone 16 to pretty much build the business for you and manage 17 it for you. Does that sound right? 18 REEVE TYNDALL: Yeah. Yeah, that's -- 19 that's a good summary, yeah. 20 WENDY FRANCO: All right. Let's go -- let 21 me go ahead and pull up my screen here. Let me know 22 if you can see that. 23 REEVE TYNDALL: Yeah. Yep, I can see it. 24 WENDY FRANCO: Awesome, okay. So just a 25 little bit about us, by the way. I don't know if</p>	<p>24</p> <p>1 generally how it works. So as far as wholesale, do 2 you have an understanding of how wholesale works? And 3 it's okay if you don't. 4 REEVE TYNDALL: I mean, I -- I do in my 5 area, but I don't know so much in -- in terms of 6 Amazon, yeah. I mean, you're selling -- you're 7 selling to retailers, yeah. 8 WENDY FRANCO: Yeah, pretty much. So FBA 9 stands for fulfilled by Amazon. So the way it works 10 is we -- we buy items from vendors here in the States 11 because we only work with U.S. vendors at wholesale 12 price. These items are from top U.S. brands. These 13 items are then shipped to one of our warehouses, where 14 we prep the items for you, we package them, we label 15 them, and the [audio break] they're ready to go live 16 on the platform as Prime. So anybody that buys from 17 your store is pretty much going to have that two-day 18 shipping because it's coming directly from the Amazon 19 fulfillment center. 20 That's just sort of the summary of -- of how 21 FBA works. 22 REEVE TYNDALL: Okay. 23 WENDY FRANCO: Does that sound -- 24 REEVE TYNDALL: Yeah, yeah. 25 WENDY FRANCO: -- kind of like what you were</p>

6 (Pages 21 to 24)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001215

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>25</p> <p>1 considering?</p> <p>2 REEVE TYNDALL: Yeah. Yep.</p> <p>3 WENDY FRANCO: Yeah.</p> <p>4 REEVE TYNDALL: That makes sense.</p> <p>5 WENDY FRANCO: Yeah. So the most important</p> <p>6 thing to understand, because people want to make</p> <p>7 money, that's what you're here for is profit margins.</p> <p>8 So with Amazon, generally profit margins can range</p> <p>9 anywhere from 10 percent to up to 30 percent. I</p> <p>10 always like to kind of bring it in the middle. We're</p> <p>11 looking for our clients. We're looking at around an</p> <p>12 average of 20 percent returns.</p> <p>13 That goal [audio break] you put 70,000 --</p> <p>14 I'm just giving you that example, right -- 70,000</p> <p>15 down, 20 percent of 70,000, that's about 14,000 a</p> <p>16 month in profit you're marking.</p> <p>17 REEVE TYNDALL: Okay.</p> <p>18 WENDY FRANCO: And what you -- I assume</p> <p>19 maybe you looked into it as well?</p> <p>20 REEVE TYNDALL: Yeah, I mean, I just -- just</p> <p>21 what I saw on the website and stuff, so, yeah.</p> <p>22 WENDY FRANCO: Yeah. So that's generally --</p> <p>23 obviously, you're not going to do that overnight.</p> <p>24 Very realistic, it takes time to build, but we can</p> <p>25 definitely [audio break] you know, 10K months, 15K</p>	<p>27</p> <p>1 much generated over \$120 million in sales on Amazon.</p> <p>2 His own store, when he started from scratch years ago,</p> <p>3 he was able to get his store to a million dollars a</p> <p>4 month in revenue in three years.</p> <p>5 REEVE TYNDALL: Wow.</p> <p>6 WENDY FRANCO: And he did that all</p> <p>7 through -- yeah, it's crazy -- through strategic</p> <p>8 financial planning. So he's super smart when it comes</p> <p>9 to numbers and being able to plan to get to a specific</p> <p>10 goal. So that same blueprint that he used is pretty</p> <p>11 much the same blueprint that we use for our exclusive</p> <p>12 done-for-you clients, which are very few, because we</p> <p>13 don't take a lot of done-for-you clients.</p> <p>14 And, then, of course, product research is</p> <p>15 super important. You know, the success of your Amazon</p> <p>16 store, it has a lot to do with the type of products,</p> <p>17 because if you don't have really good products that</p> <p>18 are selling, you just have sitting inventory, you're</p> <p>19 not making money.</p> <p>20 (Call dropped.)</p> <p>21</p> <p>22 REEVE TYNDALL: Connection was lost. Trying</p> <p>23 to reconnect.</p> <p>24</p> <p>25 WENDY FRANCO: Hi, [REDACTED] I was, like, where</p>
<p>26</p> <p>1 months, and just growing from there. The important</p> <p>2 part is to either, number one, reinvest your profits</p> <p>3 so that your business grows, or, two, if you have more</p> <p>4 capital to work with in the future, it makes it better</p> <p>5 for us because the more we're putting into inventory,</p> <p>6 the more you're selling, the more profit that's coming</p> <p>7 in. That's generally how it works.</p> <p>8 But at the beginning [audio break] not like</p> <p>9 I have 30 grand I want to put in. We'll start</p> <p>10 gradually, right? Let's do 10 grand the first month,</p> <p>11 and then second month, let's do, like, let's add --</p> <p>12 you know, do 25. It just kind of grows at a gradual</p> <p>13 pace, and I'll talk to you about why because as a new</p> <p>14 seller, there's a couple things that we need to do to</p> <p>15 be able to grow your store.</p> <p>16 REEVE TYNDALL: Okay.</p> <p>17 WENDY FRANCO: Does that make sense so far?</p> <p>18 REEVE TYNDALL: Yeah. That makes sense.</p> <p>19 WENDY FRANCO: Okay, cool. So just a little</p> <p>20 bit about us. I kind of already gave you a summary</p> <p>21 earlier, but, yes, we've been in business for -- I</p> <p>22 need to correct this -- for over nine years. We --</p> <p>23 our CEO, Steven, which is who you'll be -- he'll</p> <p>24 pretty much be managing your store for you, because he</p> <p>25 manages the done-for-you model stores, he's pretty</p>	<p>28</p> <p>1 did he go.</p> <p>2 REEVE TYNDALL: Sorry about that. You know,</p> <p>3 we've been having a lot of rain here, so internet --</p> <p>4 WENDY FRANCO: Okay.</p> <p>5 REEVE TYNDALL: -- is not the best.</p> <p>6 WENDY FRANCO: No worries. I was just</p> <p>7 asking, these -- do these testimonials look familiar?</p> <p>8 These are the ones that you -- that you saw on the</p> <p>9 website?</p> <p>10 REEVE TYNDALL: Yeah, I -- I think so, yeah.</p> <p>11 WENDY FRANCO: Okay. Yeah, and I won't play</p> <p>12 them because they're -- they're a little long, but</p> <p>13 this is just to kind of give you an example of some of</p> <p>14 the experience of our clients. Steven is a good</p> <p>15 example of one of our clients who started from</p> <p>16 scratch, so pretty much just like you. Didn't know</p> <p>17 how to get started, he came to us, he joined our</p> <p>18 program, and this is about a year later.</p> <p>19 Everyone's different, by the way, because</p> <p>20 some people have a bit of capital to work with; some</p> <p>21 people have more capital to work with. Obviously, the</p> <p>22 ones that have more capital to work with can grow a</p> <p>23 lot quicker [audio break] just kind of like what an</p> <p>24 average, talking about 70K months passably, so he's</p> <p>25 hitting about 14K months in profit.</p>

7 (Pages 25 to 28)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001216

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>29</p> <p>1 REEVE TYNDALL: Okay.</p> <p>2 WENDY FRANCO: So it's just to give you a</p> <p>3 good example. So, I mean, I think you're -- we didn't</p> <p>4 -- we talked about the goal for you a little bit in</p> <p>5 regards go maybe replacing the income, so you wanted</p> <p>6 to make at least, you know, 8 -- 8K a month, probably</p> <p>7 more, because you mentioned a bonus. So you could see</p> <p>8 that probably in a year's time, you'll be hitting that</p> <p>9 goal or possibly even more than that.</p> <p>10 REEVE TYNDALL: Okay. Yeah, that'd be</p> <p>11 great.</p> <p>12 WENDY FRANCO: Yep. Yeah, right? Imagine a</p> <p>13 year from now, completely different, [REDACTED] So this is</p> <p>14 Steven, obviously. You already went through the</p> <p>15 YouTube channel, so I won't go into [audio break]</p> <p>16 managing your store, and you will have access to one-</p> <p>17 on-one, so if you ever want to speak to him, you'll be</p> <p>18 able to schedule that call, so --</p> <p>19 REEVE TYNDALL: Okay.</p> <p>20 WENDY FRANCO: -- (inaudible). Really</p> <p>21 important, this is -- we felt really [audio break]</p> <p>22 last nine and a half years, and these vendors are</p> <p>23 pretty much exclusive. Not a lot of people have</p> <p>24 access to these vendors because these vendors have</p> <p>25 access to top U.S. brand items. So these are the type</p>	<p>31</p> <p>1 ungating. So as a new seller, you will have access to</p> <p>2 certain categories that you can sell from, but there's</p> <p>3 a lot of other categories that you do not have access</p> <p>4 to selling from. You need permission. So it could be</p> <p>5 anything from, like -- I'll give you an example, like</p> <p>6 Nike or Adidas. You need permission to sell from</p> <p>7 these brands.</p> <p>8 So we have the documentation. We know how</p> <p>9 to get you permission to be able to sell from these</p> <p>10 brands. So we get you ungated so that you have more</p> <p>11 room for opportunity and growth within your business.</p> <p>12 This is a very valuable feature that you'll come to</p> <p>13 see because a lot of people overlook this and they're</p> <p>14 not able to grow. If we can open up those categories</p> <p>15 so that we can sell from those categories in your</p> <p>16 store, your store grows.</p> <p>17 Does that make sense?</p> <p>18 REEVE TYNDALL: Yeah, that makes sense.</p> <p>19 WENDY FRANCO: Yeah.</p> <p>20 REEVE TYNDALL: How -- so --</p> <p>21 WENDY FRANCO: So --</p> <p>22 REEVE TYNDALL: -- oh, sorry. So --</p> <p>23 WENDY FRANCO: Go ahead.</p> <p>24 REEVE TYNDALL: -- so, like, because I'm</p> <p>25 a little familiar with, like, authorized resellers</p>
<p>30</p> <p>1 of items that we like to work with. It could be</p> <p>2 Clorox, Keurig, L'Oreal, you know, we're talking about</p> <p>3 items and brands that people are constantly purchasing</p> <p>4 every single day.</p> <p>5 I always like to look at it as if you're</p> <p>6 going to Costco. Do you go to Costco?</p> <p>7 REEVE TYNDALL: Yeah. Yep. I got a Costco</p> <p>8 membership.</p> <p>9 WENDY FRANCO: Yeah.</p> <p>10 REEVE TYNDALL: So yeah.</p> <p>11 WENDY FRANCO: Yeah. Yeah. And, so, people</p> <p>12 go to Costco. You know, you go and you buy three Tide</p> <p>13 detergents, like five packages, bundles, right? It</p> <p>14 just saves you time and money. So that's pretty much</p> <p>15 what people are doing now with Amazon. It's becoming</p> <p>16 very popular to just, you know, buy everything. It's</p> <p>17 convenient because it comes to your house, but buying</p> <p>18 everything on Amazon from top U.S. brands.</p> <p>19 So the beautiful part about this is we do</p> <p>20 have access to this catalog of thousands of items.</p> <p>21 This is how we put together your purchase orders from</p> <p>22 -- you don't need to do any work. We communicate with</p> <p>23 the vendors, and we're also going to do something</p> <p>24 that's really important that a lot of people don't</p> <p>25 fully understand as a new seller. It's called</p>	<p>32</p> <p>1 and -- and stuff like that. Like, what -- like --</p> <p>2 WENDY FRANCO: Yes.</p> <p>3 REEVE TYNDALL: -- what percentage of stuff</p> <p>4 do I need to get permission to sell versus not need</p> <p>5 permission? Like, how does that work, or --</p> <p>6 WENDY FRANCO: Yes, so there -- there's</p> <p>7 certain categories that, like I said, kind of like</p> <p>8 household items, we have access to selling from, but</p> <p>9 there's, like, other categories. I would say you</p> <p>10 have, as a new seller, maybe, like 20 percent access</p> <p>11 to certain categories, like out of all the categories,</p> <p>12 let's say it's like 20 percent of the categories you</p> <p>13 can sell from, but then you have, like, a big list</p> <p>14 that you don't have permission to sell from yet.</p> <p>15 So, essentially, what we do in the first 90</p> <p>16 days, which is where we're building the foundation,</p> <p>17 the first 90 days is we're selling from the categories</p> <p>18 we're able to sell from, but at the same time, we're</p> <p>19 getting you ungated so that we're getting permission</p> <p>20 and showing Amazon that we can sell from those</p> <p>21 categories because they need documentation. And once</p> <p>22 we have that open, then we start making purchase</p> <p>23 orders from those categories.</p> <p>24 REEVE TYNDALL: Okay.</p> <p>25 WENDY FRANCO: And if there's a specific</p>

8 (Pages 29 to 32)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001217

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

33	35
<p>1 brand you want to work with, you can let us know, but, 2 I mean, most of our clients, they're, like, I don't 3 care. If it's making money, buy it, right? So... 4 REEVE TYNDALL: Yeah. 5 WENDY FRANCO: That's -- but, yeah, we'll -- 6 we'll get you -- we'll open up those categories. This 7 isn't any work that you need to do. It's just showing 8 you that this is something that we're going to be 9 doing for you in the back end. That's really 10 important so that we can grow your store. 11 REEVE TYNDALL: Okay. Yeah, that -- that -- 12 that makes sense. 13 WENDY FRANCO: Yeah. 14 REEVE TYNDALL: Cool. 15 WENDY FRANCO: Yeah. Any -- any questions 16 about vendors? Anything else that you want me to go 17 over here? 18 REEVE TYNDALL: I mean, so, like, for -- so 19 would I be, like, reaching out to the vendors or, 20 like, maintaining that relationship, or -- or do you 21 guys do that? Or how does that work? 22 WENDY FRANCO: Yeah, so, very good question. 23 You don't need to do anything. We're going to be 24 pretty -- the only thing that we'll need you for is to 25 create the vendor account. So we'll -- we'll</p>	<p>1 WENDY FRANCO: You got other things to do. 2 REEVE TYNDALL: Yeah. Yeah, including 3 spending hours on the phone -- 4 WENDY FRANCO: Right? 5 REEVE TYNDALL: -- with vendors right now, 6 so, yeah. 7 WENDY FRANCO: Exactly. 8 REEVE TYNDALL: Yeah. 9 WENDY FRANCO: So you have other vendors to 10 deal with. 11 REEVE TYNDALL: Yeah, yeah. 12 WENDY FRANCO: You don't want to deal with 13 these. 14 REEVE TYNDALL: Yeah. 15 WENDY FRANCO: So, yeah, none -- none of 16 that work is going to fall on you. The only thing is, 17 once again, just when we create the vendor account, 18 that's pretty much all the work -- 19 REEVE TYNDALL: Okay. 20 WENDY FRANCO: -- we're going to need from 21 you. 22 REEVE TYNDALL: Okay. 23 WENDY FRANCO: Now, this is the AI software 24 I was talking about earlier. We're very proud of this 25 because no one else has this. It's called Sales</p>
34	36
<p>1 obviously -- it literally takes maybe like a day, 2 usually 24 to 48 hours. It's just to create the 3 vendor account and give us permissions. After that, 4 you don't need to do anything. We will be doing the 5 communications with the vendor. We have the 6 relationships with the vendors, so we do -- we also 7 make sure that, you know, if we need to get discount 8 on items, we can work with them, we can negotiate with 9 them. So zero involvement on your part when it comes 10 to communications with vendors. 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: Yeah, that would be great. 14 WENDY FRANCO: We're going to do 100 percent 15 of the work for you. 16 REEVE TYNDALL: Okay. 17 WENDY FRANCO: Yeah. Is that -- does that 18 sound good? 19 REEVE TYNDALL: Yeah. That sounds more than 20 good, yeah. 21 WENDY FRANCO: (Inaudible). 22 REEVE TYNDALL: Yeah. 23 WENDY FRANCO: I was like, you don't want to 24 spend hours on the phone with vendors. 25 REEVE TYNDALL: Yeah.</p>	<p>1 Support. We have 20 developers behind it. It is 2 going to be integrated into your store. You don't 3 need to learn how to use it because this is how we're 4 going to manage your store, but, of course, you'll 5 have access to it. It's actually connected to our 6 vendors and it's connected to our warehouses. So it 7 just helps us keep track of your vendors; it helps us 8 keep track of the inventory, the products. 9 I think the most important one for you, 10 [REDACTED] would be number four, which is a sales and 11 profit analysis because I'm sure you'll want to -- 12 going to be able to keep track of your store. You're 13 going to be able to see what your sales are, what your 14 profit margins are. So it just gives you the 15 transparency and numbers versus having to create, 16 like, some sort of Excel sheet so that you can have a 17 day-by-day glance on your store, a week, a month. 18 You'll be able to see those projections. 19 REEVE TYNDALL: Okay. 20 WENDY FRANCO: And, yeah. And there's a 21 couple other features that are really important for us 22 to grow your store. One of them is number eight, 23 which is a repricing tool we created. So let's say 24 one of your items, the price ends up going up. It'll 25 automatically re- [audio break] so it's better than</p>

9 (Pages 33 to 36)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001218

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>37</p> <p>1 the competition. So let's say yours is just one cent 2 less, you know, psychologically, people just like 3 cheaper, so it can actually boost sales in some 4 occasions up to 50 percent. So this is just one of 5 the many tools we use to be able to generate revenue 6 and profit in your store. 7 Any questions about the AI software? 8 REEVE TYNDALL: No. That -- that sounds 9 super interesting. Yeah, I've always wondered how 10 they, like, set prices on Amazon and all that, but 11 that -- that makes sense. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: Yeah. 14 WENDY FRANCO: Yeah, yeah. And at the 15 beginning, I mean, we're doing everything. We're 16 creating the listing. We know what the item should be 17 priced at. The repricing tool just does -- has this 18 automation so that, you know, your item is pretty much 19 in front of an audience before anybody else's. So 20 it's just little tools that we've created so that it 21 just projects sales. 22 But trust me, there's a lot more that goes 23 on behind the scenes. 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: Yep. And, then, warehousing.</p>	<p>39</p> <p>1 the fulfillment center, so that we can just get 2 everything going and just have the items live in your 3 store. 4 REEVE TYNDALL: Okay. 5 WENDY FRANCO: But the warehouses are ours. 6 They're our prep centers that we -- we own and we 7 manage and facilitate. 8 REEVE TYNDALL: Oh, cool. Okay. 9 WENDY FRANCO: Yeah, yeah. So I don't -- 10 and if you -- I'll send you later a YouTube video. I 11 don't know if you've seen the warehouse tour with 12 Steven, but that pretty much shows us one of -- shows 13 you one of our biggest warehouses. 14 REEVE TYNDALL: Okay. Yeah, yeah. Do you 15 guys have any in California, or? 16 WENDY FRANCO: We have four in California. 17 REEVE TYNDALL: Oh, wow, okay. 18 WENDY FRANCO: Yep. 19 REEVE TYNDALL: Very cool. And you -- 20 WENDY FRANCO: Yeah. 21 REEVE TYNDALL: Are you -- are you -- 22 WENDY FRANCO: California is our big -- it's 23 a big hub, so, I mean, I always say California can be 24 its own economy. 25 REEVE TYNDALL: Yeah. Yes.</p>
<p>38</p> <p>1 So we actually have eight warehouses nationwide, which 2 is huge. Each of our warehouses are specifically 3 positioned close to an Amazon fulfillment center so it 4 can make the process seamless. So it goes from 5 vendor, vendor sent the items to our warehouse. We 6 pretty much prep the items for you; we know what type 7 of packaging they need. And then once they're ready 8 to go, we just send them off to Amazon fulfillment 9 center, where we're pretty much ready to go live on 10 your store. That's -- that's the entirety of the 11 process. Once again, nothing needs to be done on your 12 end. We -- we take care of -- we take care of this 13 entire process. 14 REEVE TYNDALL: Okay. Yeah, that sounds -- 15 that sounds great. Now, are you guys -- are they -- 16 so these are like just different warehouses across the 17 country for, like, close -- whichever one is closest 18 to the distribution center or whatever? 19 WENDY FRANCO: Yes. Exactly. Yeah. So we 20 -- we have them positioned across the States, 21 specifically because they're close to a fulfillment 22 center, which is really important, but also it's also 23 close to some of our vendors. So if the vendor can 24 just ship it to us, it just makes the process a lot 25 faster and seamless, and then -- and then from us to</p>	<p>40</p> <p>1 WENDY FRANCO: (Inaudible). 2 REEVE TYNDALL: Yeah. 3 WENDY FRANCO: It's a big state, so, yeah, 4 we do have a few in California. 5 REEVE TYNDALL: Oh, cool. Okay. 6 WENDY FRANCO: All right. So as far as -- 7 as far as onboarding, just so you kind of know, 8 because we -- I pretty much shared everything, the way 9 the process works, if you decide to -- to join us, we 10 pretty much would need -- do you have an LLC? 11 REEVE TYNDALL: No. No LLC. 12 WENDY FRANCO: All right. No worries. So 13 LLC, you can do it on your own, or you can do it with 14 -- we do have an in-house person. With the LLC, it's 15 -- it's like \$2- to \$400, depending on the state. 16 REEVE TYNDALL: Okay. 17 WENDY FRANCO: But they can get -- they can 18 get it done within 72 hours. I always suggest going 19 with our team because it's -- the pricing is -- it's 20 pretty cheap, to be honest, and we just do it faster. 21 If you try to go and do an LLC somewhere else, I don't 22 know why people take, like, two weeks to get it to 23 you, so, yeah, our in-house person can do it quick. 24 So you'll need an LLC. 25 REEVE TYNDALL: Okay.</p>

10 (Pages 37 to 40)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001219

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>41</p> <p>1 WENDY FRANCO: And, then, on an onboarding 2 call, what we do is we pretty much just open up your 3 seller account. So you just need to separate at least 4 an hour, which you can -- we can kind of accommodate 5 your schedule because I know you work, to be able to 6 open up your seller account, and then we need to 7 create your vendor account. And then after that, we 8 pretty much take over, and we start growing your 9 store. And then you can do, you know, biweekly or you 10 can do monthly followups with our team that will -- 11 our main form of communication is usually text. We 12 can do GoogleMeets email, but just to keep track of 13 your store, the growth and the progress. That's 14 pretty much as simple as it is. 15 We don't want you to have any headaches. We 16 want to pretty much do the work for you -- 17 REEVE TYNDALL: Okay. 18 WENDY FRANCO: -- so that you can focus 19 on -- on your life and -- and what you need to do. 20 But everything we've talked about, from a one to ten, 21 how does it sound for you, [REDACTED] 22 REEVE TYNDALL: It sounds like a nine. I 23 mean, there's -- I obviously want to watch the videos 24 you send and do -- do all the -- you know, the 25 homework and stuff, but, yeah, it sounds -- sounds</p>	<p>43</p> <p>1 way it works is we keep 35 percent of your profits; 2 you keep 65 percent of your profits. 3 REEVE TYNDALL: Okay. 4 WENDY FRANCO: And that's -- that's pretty 5 much it. And we're not -- we just invoice you at the 6 end of the month. We don't take money from you, like 7 all of the money comes back to you, all of your sales 8 come back to you. We just invoice you for our portion 9 at the end of the month, and that's pretty much how 10 the business works. 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: Yeah. How -- how does that 13 sound? 14 REEVE TYNDALL: That -- that sounds good. 15 So I would just -- so I would -- I would -- I would 16 make the money, and then I'd just wire you the -- your 17 cut, then, or -- 18 WENDY FRANCO: Yeah. 19 REEVE TYNDALL: -- okay. 20 WENDY FRANCO: Yeah, yeah. So Amazon 21 generally pays every two weeks. 22 REEVE TYNDALL: Okay. 23 WENDY FRANCO: So when -- when you have your 24 Amazon seller account, you'll have it connected. At 25 the beginning, you might have, like, a personal</p>
<p>42</p> <p>1 great. 2 WENDY FRANCO: Sounds good. All right. So 3 let me go ahead and take you through the pricing. So 4 our pricing for the done-for-you model, because it is 5 a lifetime model, so that means that we'll literally 6 manage and grow your business for as long as you want 7 us to, because there's no contract on this. It's 35K. 8 REEVE TYNDALL: Okay. 9 WENDY FRANCO: And, then, for inventory, you 10 want to have between 40 to 50K to work with, which you 11 -- you already mentioned earlier you have that, so 12 that's great. That's super important, because 13 obviously that's how you're going to be making money. 14 There is additional cost, just know that the 15 monthly software that we -- the AI software we talked 16 about, it's just 99 bucks a month. It's just -- 17 you're going to need some sort of software for us to 18 manage your store, so -- 19 REEVE TYNDALL: Okay. 20 WENDY FRANCO: -- that's going to be the 21 best option. LLC, we already talked about that. And 22 then, last but not least, profit sharing. So with a 23 lifetime model, there is profit-sharing. 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: It's a 35/65 model. So the</p>	<p>44</p> <p>1 checking account, that's fine, but once you have 2 your LLC, you'll probably get a business checking 3 account -- 4 REEVE TYNDALL: Okay. 5 WENDY FRANCO: -- which is very simple. 6 When -- so you'll have that linked to your Amazon 7 account. When Amazon pays you, whether it's -- 8 they're going to pay you obviously the sales that are 9 generated plus the profit. That's going to come back 10 to you. 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: And that'll go into your 13 business checking account. And, then, at the end of 14 the month, we'll just invoice you for that -- that 15 small percentage of our profit, and then you would 16 just wire us that amount each month. That's -- that's 17 all the work that you're going to be doing -- 18 REEVE TYNDALL: Okay. 19 WENDY FRANCO: (Inaudible). 20 REEVE TYNDALL: Okay. And, then, the 21 inventory -- 22 WENDY FRANCO: Yeah. 23 REEVE TYNDALL: -- what's the -- how -- how 24 -- how quickly does inventory turn over, like? Is -- 25 does it, like, for the inventory cost, is that like 40</p>

11 (Pages 41 to 44)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001220

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>45</p> <p>1 to 50K a month or every three months or -- or how does 2 that work? 3 WENDY FRANCO: Very good question. So as 4 far as inventory, number one, you don't have to give 5 us money up-front. When we create your vendor 6 account, it is going to be connected to whatever card 7 that you [longer audio break]. We only make purchase 8 orders that we are confident we can sell the following 9 month, we want -- we just want to be able to generate 10 sales profit so that you can reinvest, so that money 11 that comes back to you can at least reinvest it. 12 We do want to get a point, in the first 90 13 days, we need to build that foundation, so it could be 14 that maybe we're -- we're just doing 20K in revenue in 15 the first 90 days or 30K. After that, we've built 16 that foundation. Remember the ungating, now we'll 17 have you ungated for more categories. Then, at that 18 point, we are going to, you know, want to start 19 requesting more so that we start doing 50K revenue 20 months, 60K, 70K revenue months, but you're going to 21 have profits that are coming in. So, remember, you 22 can always reinvest those profits in -- 23 REEVE TYNDALL: Okay. 24 WENDY FRANCO: -- unless you have more money 25 that you want to pull from somewhere else.</p>	<p>47</p> <p>1 what about, like inventory that doesn't sell or maybe 2 is damaged or recalled, like what -- how -- how does 3 that work, or do you guys just handle that, or -- 4 WENDY FRANCO: Yeah. We -- we do, yeah. So 5 when it -- the beautiful part -- I think you might be 6 asking about, like, returns. Is that what you're 7 asking? 8 REEVE TYNDALL: Yeah, I guess returns, too, 9 but -- 10 WENDY FRANCO: Sure. 11 REEVE TYNDALL: -- yeah, yeah. Yeah, I 12 mean, just bad -- you know, inventory that's gone bad 13 or needs to be written down or, you know, something 14 like that. 15 WENDY FRANCO: Yeah. So as far as inventory 16 that doesn't sell, it's going to happen, I can tell 17 you that straight up. It happens with every business. 18 There is small amounts, and obviously that's not our 19 goal, but there's always going to be small amounts of 20 inventory that don't sell. We don't keep the -- we 21 don't want to keep the inventory at the fulfillment 22 center past 60 days. 23 REEVE TYNDALL: Okay. 24 WENDY FRANCO: Because then Amazon starts 25 charging a storage fee, and it's just -- you know? So</p>
<p>46</p> <p>1 REEVE TYNDALL: Okay. And is the -- the 2 profit sharing, is -- that's -- is that a percentage 3 of the -- like the -- the net profit, or how -- how is 4 that calculated? 5 WENDY FRANCO: There you go. Net profit, 6 yeah. 7 REEVE TYNDALL: Okay. 8 WENDY FRANCO: So it -- it's a percentage of 9 the -- of the net profit, so not the -- not the sales. 10 Sometimes people ask me that that's all yours to keep. 11 It's just -- so, for example, 14K, let's just say 12 you're making -- you made 14K net profit -- 13 REEVE TYNDALL: Okay. 14 WENDY FRANCO: -- 65 percent of that, I 15 think it's like 9,100, 90 -- yeah. So you would make 16 about 9,100 -- 17 REEVE TYNDALL: Okay. 18 WENDY FRANCO: -- in profit for yourself, 19 and the other amount would come to us, which we would 20 invoice you for. 21 REEVE TYNDALL: Okay. Yeah, okay -- 22 WENDY FRANCO: Yeah. 23 REEVE TYNDALL: -- that -- that makes sense. 24 WENDY FRANCO: Yeah, yeah. 25 REEVE TYNDALL: Okay. And, then, what if --</p>	<p>48</p> <p>1 there are liquidation programs, so Amazon has a 2 liquidation program. There's other ones. We will 3 figure that out for you so that at least you're -- at 4 least you're breaking even, even if you're not making 5 profit, so we can sell that, because we don't want to 6 have to pay -- you to pay storage fees to have it, you 7 know, because it's not selling. So we'll help you get 8 rid of it so you don't have to worry. 9 As far as returns, the beautiful part about 10 us working with top U.S. brands is that returns are 11 quite small. It's usually like 1 to 2 percent. 12 Generally, with consumer name brands, people are 13 familiar, they know how to use them. You know, they 14 replenish them every few weeks. So it's usually not 15 an issue, but, of course, it does happen. 16 If a product is defective, a lot of the 17 times it's because of Amazon, not because of us, 18 because when we get the inventory from the vendor, we 19 check all the items and we make sure they're good to 20 go, but they could get damaged in the process when 21 Amazon is shipping to the customer. So, generally, 22 what we do is we file a claim with Amazon and Amazon 23 usually takes care of it. 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: Yeah.</p>

12 (Pages 45 to 48)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001221

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>49</p> <p>1 REEVE TYNDALL: Yeah, that -- that -- that 2 makes sense. And, then, like, are there other -- 3 like, what are some of the -- like, the biggest risks 4 with this? Like, where could it go wrong, I guess, 5 I'm trying to ask. 6 WENDY FRANCO: Yes. Good -- those are 7 good questions. So one of -- obviously, you're not 8 doing -- I don't know if you're familiar with drop- 9 shipping. 10 REEVE TYNDALL: No. I -- I don't really 11 know. I've heard of the term, but I -- I don't really 12 know what it means, yeah. 13 WENDY FRANCO: Yeah, so -- because people 14 always ask, well, I see people's accounts get 15 suspended with Amazon, you know? What -- like, how 16 does that happen? Well, if you're doing drop- 17 shipping, which we're not, drop-shipping is pretty 18 much you're not buying the inventory up-front; you're 19 just posting it on -- live on your store, and it's 20 coming directly from the vendor, but some of these 21 vendors are from China. 22 Anyways, you don't want to do that; we're 23 not doing that; so you don't have to worry about it. 24 FBA, there's less risk for suspension because it -- 25 everything's coming and directly controlled by Amazon,</p>	<p>51</p> <p>1 WENDY FRANCO: But those are the two reasons 2 that accounts get suspended with Amazon, and those are 3 the two things that they have to worry about. 4 REEVE TYNDALL: Okay. And -- 5 WENDY FRANCO: But, yeah. 6 REEVE TYNDALL: -- and, then, like, so is 7 there, like -- do things, like, you know, in our line 8 -- my line of work, like, you know, things change, you 9 know, major -- 10 WENDY FRANCO: Yeah. 11 REEVE TYNDALL: -- major suppliers have 12 different policies, like it -- like, how does Amazon 13 change its policies and, like, is there a risk to the 14 business if, you know, they, yeah, decide one day to 15 not allow me to sell? Or, I don't know, yeah, is 16 there -- how do -- yeah. 17 WENDY FRANCO: Yeah. 18 REEVE TYNDALL: How do changes work like 19 that, yeah? 20 WENDY FRANCO: Yeah. There -- I mean, 21 there's always changes that happen. For example, this 22 year, Amazon made it very difficult for the ungating 23 process on certain categories. So it makes -- it 24 makes -- it makes it a lot more work on our end, but 25 we're still doing it. So the beautiful part about us</p>
<p>50</p> <p>1 by the fulfillment center. Obviously, Amazon takes 2 their cut, so there is a small percentage that they 3 take, but that's already coming into consideration 4 with the profit margins we talked about. 5 REEVE TYNDALL: Okay. 6 WENDY FRANCO: The other risk, which is not 7 an issue we have, but it's just letting you know, is 8 the ungating. If you're selling from categories that 9 you do not have permission to sell from, which we've 10 seen other companies do for clients, which I still 11 have yet to understand why they do that. The client's 12 account gets suspended, and that is obviously a big 13 no-no. 14 So just know that's not something that we 15 come across because we're very particular and very -- 16 it's really important for us to be able to get you 17 ungated so you do have permission to sell from these 18 categories. 19 Usually, those are the two reasons people 20 are usually concerned when they -- they've heard 21 people's accounts get suspended. That's -- that's a 22 risk. Your account getting suspended is a risk, 23 because this is your baby, this is your business, 24 right? 25 REEVE TYNDALL: Yeah.</p>	<p>52</p> <p>1 having been in the business for over nine years is the 2 fact that we've had to adapt through so many changes 3 that have happened. 4 Amazon has made changes, so they restructure 5 it so a lot of it is to their advantage, because they 6 make a lot of money from third-party sellers. And 7 that's how Amazon has turned into a trillion-dollar 8 market, because of the fact that they've presented 9 this model for third-party sellers. So a lot of it 10 has -- they've done these changes so that it's to 11 their advantage, but it also works with third-party 12 sellers, so we've been able to work around these 13 changes. I don't foresee any crazy changes happening 14 anymore because I feel like this model works really 15 well for third-party sellers and it works really well 16 for Amazon. But if there are any changes that happen, 17 just like any business, we have to adapt and just 18 continue to grow and work around those changes. 19 REEVE TYNDALL: Okay. Yeah, that -- that 20 makes sense. 21 WENDY FRANCO: Yeah. 22 REEVE TYNDALL: Yeah. Okay. 23 WENDY FRANCO: Yeah. It's never affected us 24 to the point where our client's not making money. 25 REEVE TYNDALL: Okay.</p>

13 (Pages 49 to 52)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001222

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

53	55
<p>1 WENDY FRANCO: So, hopefully, that -- 2 REEVE TYNDALL: Okay. 3 WENDY FRANCO: -- that helps you, but, yeah, 4 we -- no matter what, you don't have to deal with it. 5 We'll deal with the headaches. 6 REEVE TYNDALL: Okay. Okay. And, then, you 7 mentioned I need an LLC. Would I do that in 8 California or another state, or like what do you 9 recommend for that? 10 WENDY FRANCO: You -- you can -- yeah, so, I 11 recommend that you do it in Wyoming. 12 REEVE TYNDALL: Okay. 13 WENDY FRANCO: Yeah. I -- I'm from 14 California. I have an LLC in Wyoming. It is -- 15 California is very expensive, and it's just also, 16 like, renewing the LLC every year, it's like \$800. 17 Wyoming is one of the easiest states to do an LLC. So 18 my suggestion, when you do -- when you're talking to 19 our in-house person, just tell them that you want the 20 LLC in Wyoming. 21 REEVE TYNDALL: Okay. 22 WENDY FRANCO: That's fine. 23 REEVE TYNDALL: Okay. 24 WENDY FRANCO: It -- that's my suggestion to 25 you.</p>	<p>1 WENDY FRANCO: Yep. 2 REEVE TYNDALL: -- once I get started? 3 WENDY FRANCO: Yep. Absolutely. So we have 4 our creative team, but what we would do is probably 5 assign you a virtual assistant as your main form of 6 communication. 7 REEVE TYNDALL: Okay. 8 WENDY FRANCO: You'll also have access to 9 Steven. Steven is our CEO. So anytime you want to 10 speak to him, like, maybe you just want to do a one- 11 on-one to see how your business is doing, maybe him to 12 explain a couple things. I mean, he's the expert. 13 You can do that, but we will have one person that will 14 be your main source of communication, just because it 15 makes your life easier versus having, you know, 16 communication with our creative team and then, you 17 know, communication with our sourcing team. It's just 18 one person is the best. 19 REEVE TYNDALL: Okay. So Steven would, 20 like, track -- track my, like, profit and all that 21 sort of stuff and kind of let me know where I'm at, 22 or -- 23 WENDY FRANCO: A hundred percent. 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: Yes. He prioritizes -- yeah,</p>
54	56
<p>1 REEVE TYNDALL: Sure. Okay. 2 WENDY FRANCO: In California, taxes and all 3 that, it's just -- 4 REEVE TYNDALL: Yeah, yeah. No, I -- I 5 understand that. So, okay, and that's not an issue to 6 have, like, an LLC in another -- well, I guess not, 7 yeah, I know. I know it's not an issue, so... 8 WENDY FRANCO: No, no. They can generally 9 get -- you can usually get some sort of, like, I have 10 like a P.O. box. No, not with an LLC. 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: So you could just have, like, 13 some sort of, like, P.O. box that you can use as an 14 address. So it should be fine. I'm not an expert 15 with LLCs. Just talk to them, and they can help you 16 out, but that's how I managed to get mine. 17 REEVE TYNDALL: Sure. 18 WENDY FRANCO: And I'm -- I'm a California 19 resident, so... 20 REEVE TYNDALL: Okay. And, then -- 21 WENDY FRANCO: If I can do it, you can do 22 it. 23 REEVE TYNDALL: Okay. And, then, would -- 24 so who -- who would I be working with, then, like day 25 to day --</p>	<p>1 he prioritizes our done-for-you clients, so he's 2 pretty much going to be the one that's keeping track 3 of your store, your profits, and then, like I said, 4 maybe once a month, I would suggest, since it's your 5 business, once a month just meeting up with him or for 6 the virtual assistant, just so they can take you 7 through on the growth of your business and answer any 8 questions. That's pretty much all the time and 9 investing you'll need to make into this line of 10 business. 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: Yeah, I mean, what are, like 14 -- what are -- like, what would be the next steps if I 15 -- if I wanted to take the plunge? 16 WENDY FRANCO: Yeah. Absolutely. So what 17 we would do is I'm going to send you a wire just 18 'cause -- for the payment. It obviously has to be a 19 wire. 20 REEVE TYNDALL: Okay. 21 WENDY FRANCO: It would be a wire transfer, 22 so I can send that over to you so [audio break] you 23 can go ahead and set that up. Once the wire's 24 through, I'm going to set up an onboarding meeting 25 with our onboarding agent. Are you usually free in</p>

14 (Pages 53 to 56)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001223

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

<p>57</p> <p>1 the mornings?</p> <p>2 REEVE TYNDALL: Yeah.</p> <p>3 WENDY FRANCO: Kind of what's schedule --</p> <p>4 REEVE TYNDALL: Yeah, yeah, I'm free in the</p> <p>5 mornings, and, I mean, on the weekends, too, I'm free</p> <p>6 just like Saturday and Sunday.</p> <p>7 WENDY FRANCO: Okay.</p> <p>8 REEVE TYNDALL: Yeah.</p> <p>9 WENDY FRANCO: We might be able to -- I'll</p> <p>10 see if we can -- yeah, we can try to do --</p> <p>11 REEVE TYNDALL: Okay.</p> <p>12 WENDY FRANCO: -- a weekend, but we can set</p> <p>13 up an onboarding with you so that -- because the goal</p> <p>14 is for us to just start (inaudible) when it comes to</p> <p>15 Amazon the first three weeks, just to be</p> <p>16 straightforward, tons of admin. We need to get the</p> <p>17 seller account opened up. They need to do, like,</p> <p>18 verification. We need to get your LLC vendor. So the</p> <p>19 first three weeks, there's not going to be any sales,</p> <p>20 just because there's a lot of admin that needs to be</p> <p>21 done to open up the store, but that's why if we can</p> <p>22 get the ball rolling as soon as, let's say, you know,</p> <p>23 this weekend, we can literally start the process of</p> <p>24 the store by Monday or Tuesday.</p> <p>25 REEVE TYNDALL: Okay. Yeah, that -- yeah,</p>	<p>59</p> <p>1 few minutes before I hopped on.</p> <p>2 WENDY FRANCO: (Inaudible).</p> <p>3 REEVE TYNDALL: Yeah, yeah. Yep.</p> <p>4 WENDY FRANCO: I'll send you another one.</p> <p>5 It's going to look similar, but I'm just going to put</p> <p>6 the proposal for this so you have it, and I'll attach</p> <p>7 the deck so you have, like, time to review everything.</p> <p>8 And, then, why don't we reconnect -- do you want to</p> <p>9 reconnect Monday? Does that sound comfortable for</p> <p>10 you?</p> <p>11 REEVE TYNDALL: Yeah.</p> <p>12 WENDY FRANCO: Do you have --</p> <p>13 REEVE TYNDALL: Yeah, Monday -- Monday</p> <p>14 works, yeah. Monday, maybe the same time?</p> <p>15 WENDY FRANCO: Let's see. Yeah, let's do</p> <p>16 it. Let's do Monday, same time.</p> <p>17 REEVE TYNDALL: Okay.</p> <p>18 WENDY FRANCO: So I'll send you a calendar</p> <p>19 invite so we can speak on Monday, same time. And,</p> <p>20 then, if everything looks good for you Monday, we can</p> <p>21 do the wire and we can just get the ball rolling, get</p> <p>22 you onboarded, and just -- just, you know, start the</p> <p>23 process of getting your Amazon business open. I'm</p> <p>24 really excited for you, [REDACTED]</p> <p>25 REEVE TYNDALL: Yeah, yeah --</p>
<p>58</p> <p>1 that would be great. I mean, I want to do a little</p> <p>2 bit more -- I mean, yeah, I want to watch the videos</p> <p>3 you sent and stuff like that and I don't know if you</p> <p>4 could send me the --</p> <p>5 WENDY FRANCO: Yeah.</p> <p>6 REEVE TYNDALL: -- the -- the -- the</p> <p>7 slide -- the slides --</p> <p>8 WENDY FRANCO: Sure.</p> <p>9 REEVE TYNDALL: -- you're showing me or --</p> <p>10 yeah --</p> <p>11 WENDY FRANCO: Yeah.</p> <p>12 REEVE TYNDALL: -- just so I can, you</p> <p>13 know --</p> <p>14 WENDY FRANCO: Yeah.</p> <p>15 REEVE TYNDALL: -- just take --</p> <p>16 WENDY FRANCO: Let's do this. I will -- I'm</p> <p>17 going to send you the deck. I'll send you some</p> <p>18 videos.</p> <p>19 REEVE TYNDALL: Okay.</p> <p>20 WENDY FRANCO: I think I did -- I sent you</p> <p>21 an email, but I'm going to -- I don't know, did you</p> <p>22 get the Google (inaudible) Google Meets link from the</p> <p>23 email I sent earlier?</p> <p>24 REEVE TYNDALL: Yeah, I think I got, like,</p> <p>25 an automatic one, but then I got your email, like, a</p>	<p>60</p> <p>1 WENDY FRANCO: It's going to be awesome.</p> <p>2 REEVE TYNDALL: -- yeah, this sounds great.</p> <p>3 Yeah, I'll just -- I'll take a look at everything over</p> <p>4 the weekend. And, yeah, that would be good, give me</p> <p>5 some time to digest it all, but, yeah, this sounds</p> <p>6 great, so --</p> <p>7 WENDY FRANCO: Yeah.</p> <p>8 REEVE TYNDALL: -- okay. Cool.</p> <p>9 WENDY FRANCO: Awesome. Well, did you have</p> <p>10 any other questions for me?</p> <p>11 REEVE TYNDALL: No. I mean, I'm sure I will</p> <p>12 have some more on Monday, but -- but, yeah. This is</p> <p>13 great. Thanks so much.</p> <p>14 WENDY FRANCO: All right. All right.</p> <p>15 REEVE TYNDALL: Okay.</p> <p>16 WENDY FRANCO: You're so welcome, [REDACTED] It</p> <p>17 was a pleasure connecting with you. I hope you enjoy</p> <p>18 the rest of your day and we'll reconnect on Monday.</p> <p>19 REEVE TYNDALL: Sound -- sounds good. Okay.</p> <p>20 Thank -- thanks so much.</p> <p>21 WENDY FRANCO: All right.</p> <p>22 REEVE TYNDALL: Okay, yep.</p> <p>23 WENDY FRANCO: You're welcome.</p> <p>24 REEVE TYNDALL: Bye.</p> <p>25 WENDY FRANCO: Bye, [REDACTED]</p>

15 (Pages 57 to 60)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001224

Google Meet Call with FBA Machine 2-2-2024

2/2/2024

61

1 REEVE TYNDALL: Bye.
2 (Call concluded.)

3
4 REEVE TYNDALL: My name is Reeve Tyndall.
5 I'm an investigator at the Federal Trade Commission.
6 That was an undercover conversation with Wendy Franco
7 of the FBA Machine via Google Meet. The date is
8 February 2nd, 2024. The time is now 10:00 a.m.,
9 Eastern Time. This ends the recording.
10 (The recording was concluded.)
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

62

1 CERTIFICATE OF TRANSCRIPTIONIST

2
3
4 I, Sara J. Vance, do hereby certify that the
5 foregoing proceedings and/or conversations were
6 transcribed by me via CD, videotape, audiotape or
7 digital recording, and reduced to typewriting under my
8 supervision; that I had no role in the recording of
9 this material; and that it has been transcribed to the
10 best of my ability given the quality and clarity of
11 the recording media.

12 I further certify that I am neither counsel
13 for, related to, nor employed by any of the parties to
14 the action in which these proceedings were
15 transcribed; and further, that I am not a relative or
16 employee of any attorney or counsel employed by the
17 parties hereto, nor financially or otherwise
18 interested in the outcome of the action.
19

20
21 DATE: 2/26/2024 s/Sara J. Vance
22 SARA J. VANCE, CERT
23
24
25

16 (Pages 61 to 62)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment Q

PX20

001225



DONE FOR YOU

Amazon's Third Party Seller Market

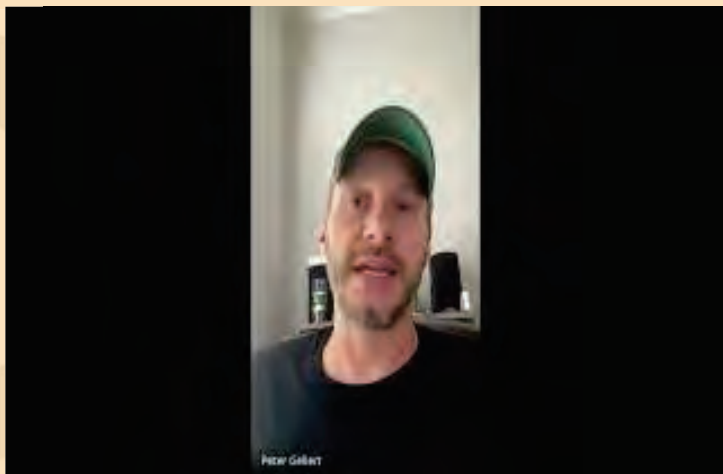
- **> 58% of units** sold on Amazon come from third-party sellers.
- More than half have profit margins above 15%
- Average annual revenue for Amazon third-party sellers is roughly **\$160,000**.
- The top 10,000 third party sellers on Amazon have an average seller rating of **95.46%**.

Why choose us?

- **Over 9 years of experience**
- **Product Research Tools**
- **Financial Planning**

Peter's Story

(click the arrow below to play video)



Peter

PROBLEM

Peter had more issues and concerns on how to make passive income without sacrificing what matters. He had a nasty experience with another agency and thought a successful Amazon business is a myth.

SOLUTION

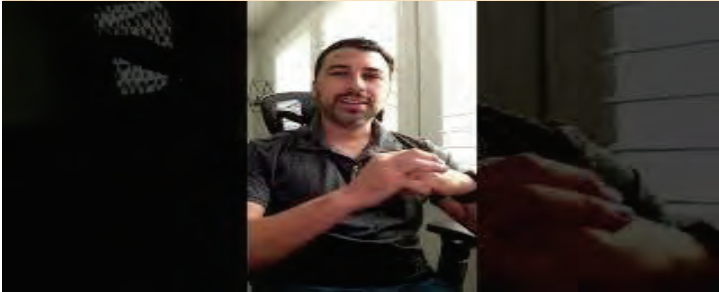
Peter joined TheFBAMachine Accelerator Program- enrolled for our wholesale course, got connected with a team of experts and automated his store with our proprietary software. He made sales right off the gate...

- He hit 5 figure mark.
- A clean and healthy account.
- 486 lpi score
- \$75k Revenue Month



Steven's Story

(click the arrow below to play video)



Steven

PROBLEM

Inconsistent sales, lack of an automated process and trial and error. He had a plan but didn't know how to make it work in the fierce marketplace.

SOLUTION

Steven joined TheFBAMachine Accelerator Program- within 90-days of joining, he was able to profitably scale his store to \$70k/month passively

[YouTube.com/@thefbamachine](https://www.youtube.com/@thefbamachine)



About Steven Rozen

- Goes by Instagram handle as the **King of Amazon.(Kingofamzn)**
- Spent the last 9 years doing Amazon wholesale.
- Helped manage and oversee over **\$120m** lifetime sale on Amazon
- Assisted more than **200** clients unlock a consistent passive income on Amazon.
- Also, the creator of **TheFBAMachine Accelerator program**



Direct Access to Profitable Distributors/Vendors and Manufacturers

Choosing the right distributors will save you from unnecessary headache and stress. You'll get ;

- Top US brands and distributors deals
- Fast Setup - 24-48 hour Account set up
- Favorable Payment terms including credit card and NET 30
- Daily Delivery Free of Charge
- One-of-kind order fulfillment experience
- Access to our fully automated warehouses(eight in the U.S alone)

Ungating

If you need approval from Amazon to sell products in different categories, we're here to assist. Ungating opens new opportunities for sellers to sell some specialized goods and make more profit.

Single Software
Set up with

 **SALES.SUPPORT**

Apart from the course and the team, you also need a powerful software to automate your workflow, manage your inventory and your new business as a whole. And that's where Sales Support comes in.

Here is an overview of the tools made for you for smooth running of the business





3PL Warehousing – Automated

8 different warehouses to help you ship your products faster, easier and more automated. This improves your lead time efficiently and effectively

We do this so you can start selling building your store from the first day and because it gets overwhelming new sellers.

We help you receive, prep and ship your products to Amazon and do the heavy lifting including:

- Polybagging
- FNSKU Labeling
- Bubble wrapping
- Bundling
- Storage
- Palletizing



...When You Add It All Up...

The Training, Business Skills, & Support, The tools, The System, The Blueprint, The Script, The Template...

Worth thousand of \$\$\$

But Today You Get The Opportunity To Grab All of This...

Launch Price: \$35K

Additional Costs

Total for Inventory
\$40-50k

Monthly Software Fee
\$99

LLC

Profit Sharing:
35/65

Enroll in

TheFBAMachine Accelerator Program today



Connect with us.

For more information please contact



info@thefbamachine.com



www.thefbamachine.co



Proposal for [REDACTED]

Written by Wendy at theFBAmachine



eCommerce Proposal

Dear [REDACTED]

Thank you for contacting theFBAMachine and choosing us to help you with your company's E-commerce Needs!

As we previously explained, we will set your account up with suppliers and distributors to access exclusive products with a high ROI, utilizing our company's buying power to get deep discounts on products, so you are guaranteed a favorable return.

Imagine having a highly trained team build and scale your store with access to our exclusive distributors and proprietary software to give your business an advantage over your competitors.

OVERVIEW

Our main objectives; Setting up your Amazon store, opening accounts with our exclusive suppliers and distributors, getting your account un-gated, and setting you up with our team to help build and scale your business.

THIS IS ACHIEVED BY:

- First, our account managers will walk you through creating your Amazon account. After our team will open accounts with our exclusive distributors and start placing purchase orders to get you **un-gated** in as many categories as possible.
- Once accounts are opened with multiple suppliers and distributors, our skilled team will scan through a list of products with our catalog analyzer software and create your first purchase orders.
- Making smaller purchases with many items reduces risk and allows us to get **un-gated** in many categories and products, so we know we will sell the products without risk.
- We will make smaller purchase orders at the beginning to get your account **un-gated** in multiple categories so we can take the next step of making larger and more profitable purchase orders.

Click to the next page to learn about your store setup

Amazon Store Setup

We'll utilize our highly experienced team to set up and manage every aspect of your store.

Amazon Store Setup:

- Complete Account Setup
- Amazon Account day-to-day Management
- Access to exclusive Suppliers and Distributors
- Supplier Catalogs Scanned with Catalog Analyzer
- Complete un-gating of categories
- Purchase orders created
- Full suite of Amazon Management Teams
- 24/7 support for your store customers

Our highly qualified team will work closely with you and ensure the success of your Amazon store.

Click to the next page to see how our 3PL fulfillment is the difference maker



SALES.SUPPORT

Most large suppliers and distributors won't ship directly to Amazon because of amazon's requirements, so we have to use a prep center to prep your products correctly.

We utilize Sales.Support's automated prep and pack because they have prep centers around the nation to save you shipping costs and time.

This is complemented with extremely affordable prices and automated software so we can easily get your products from the suppliers to Amazon's warehouse.

Below are the rates for this process. *Note that these costs are drawn from the capital investment you provide to scale your store.*

Amazon FBA Prices

Label - \$0.34
Bundle - \$0.46
Polybag - \$0.46
Per Unit Shipping Fee - \$0.30

E-comm Fulfillment Prices

Single unit prep - \$1.50
Addition units in same
shipment - \$.50
Storage - \$35 a month

Locations

California
Delaware
Illinois
New Jersey
New York
Texas
Ohio

Quick and easy uploading
through sales.support
software will save you time
and money with easy access
to all 6 of our warehouses.

[Click to the next page to view your initial investment](#)

THE INVESTMENT

Below you will find the one-time investment of your complete e-commerce setup.

This is paid after you sign our standard agreement. As soon as receipt of the wire transaction is received, we will initiate your store build immediately.

INVESTMENT BREAKDOWN	
Investment	
Amazon Store Setup, Amazon Course, Virtual Assistant! Complete Setup	\$35,000
Software Fee Software Fee - Fee paid directly to software provider: -\$99 Monthly-	
Total\$35,000	

Click to the next page to learn our Terms and Conditions

Service Agreement

This E-Commerce Consulting Agreement (“Agreement”), is dated as of, 3rd February 2024 , by and between THEFBAMACHINE INC, a delaware Corporation company, whose address is Wilmington,DE (hereinafter “Consultant”), and, Ryan Slade (hereinafter “Client”).

WHEREAS, Client desires to engage Consultant’s services, as an independent contractor, upon the terms and conditions herein set forth; and

WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth; NOW, THEREFORE, Consultant and Client (together, the “Parties”), and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with 1 (ONE) e-commerce store on the Amazon FBA platform (the “Store”):

CONSULTANT’S SERVICES - Consultant agrees to perform the following services (“Services”): Maintain Client’s Store, including configuring the Amazon FBA storefront and configuring the frontend back end systems necessary to manage the Store. Review, research, source, select, and list products for the Client’s Store. Respond to customers’ phone and email inquiries in support of Client’s Store and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters. Maintain oversight of Client’s Store and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client’s Store (Client shall confer with its professional financial advisors concerning all financial inquiries).

CLIENT RESPONSIBILITIES.

Client understands there is a period that will delay the commencement and commercial operations of the Store, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Store) where Client must complete

certain obligations.

Until Client satisfies all contractual and legal requirements for the creation and operation of Client's Store, Consultant cannot commence providing the Services as set forth in this Agreement. Within the first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card issued through a United States federally insured banking institution with a minimum credit limit of forty thousand (\$40,000) dollars USD. In no event shall Consultant be responsible for payment of any kind and any other obligation under Client's credit card, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon FBA account or Store in Vacation Mode, such terms being defined or referenced on the Amazon FBA website or in other written materials made available to Client; and (ii) Client shall not allow its Store to remain shut down for more than ninety (90) days during the term of this Agreement. (B) Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services.

COMPENSATION. In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of thirty-five thousand dollars (\$35,000.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted, the Fee is non-refundable.

Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant thirty-five percent (35%) of the Net Profit from Client's Store per month (the "Ongoing Commission"), plus an additional ninety-nine dollars (\$99) software fee paid directly to the software provider.

Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than E-Commerce Consulting Agreement due to breach of this Agreement by Client, there is no activity in Client's Store for said month (or a portion thereof, where such portion exceeds 15 days). Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment.

TERM – This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a period of TWO (2) year (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party.

TERMINATION – Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this, “cause” shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Store or Consultant’s ability to render Services, in Consultant’s sole discretion; or (2) Client’s breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon FBA may take from time to time, Consultant may Pause Client’s Store, which, Consultant may only reactivate, in Consultant’s sole discretion.

NON-DISPARAGEMENT – During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

SALES / USE TAX – Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance.

INTELLECTUAL PROPERTY – Client understands that Client’s Store is a service hosted on the Amazon FBA platform and not a distinct or severable product or service that can be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon FBA, or any of Amazon’s copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon FBA may hold (the “Intellectual Property Rights”). Further, Consultant cannot, and does not, grant or convey to Client any Intellectual Property Rights, whatsoever, in Client’s Store, or Amazon FBA, and Consultant holds no legal or equitable rights in Client’s Store.

Non-Solicitation. During the Restricted Period, Client agrees that it will not, directly, or indirectly through another Person: (i) induce or attempt to induce any employee or contractor of Consultant to leave the employ or contract of Consultant, or in any way interfere with the relationship between Consultant and any of its employees or contractors, or (ii) induce or attempt to induce

any customer, supplier, client, distributor, vendor, licensee, or other business relation of Consultant to cease doing business with Consultant, or in any way interfere with Consultant's relationship with any such party.

Non-Disclosure. The Parties agree not to use, reveal, make available, nor disclose, whether directly or indirectly, to any third party any Confidential Information for any purpose except as approved in writing by Consultant. Further, the Parties shall (a) not assist nor enable anyone to access or use any of Confidential Information; and (b) not use nor exploit any of the Confidential Information for any purpose whatsoever except in accordance with the terms of this Agreement.

Confidentiality Term: Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their respective rights and obligation shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as such Confidential Information is deemed a trade secret as a matter of law.

In signing this Agreement, Client acknowledges that he/she/it has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained, however caused, the damage to the Consultant would be irreparable. Client, therefore, agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF

SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL. CONSULTANT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, INTERRUPTION, CORRUPTION OR FAILURE OF PRODUCT, DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THE STORE, INCLUDING WITHOUT LIMITATION ANY ACT OR FAILURE TO ACT BY AMAZON OR ANY FORCE MAJEURE CONDITION (INCLUDING BY WAY OF EXAMPLE ONLY, ANY PUBLIC HEALTH ISSUE). AS A LIQUIDATED DAMAGES REMEDY AND NOT AS A PENALTY, SINCE DAMAGES TO CLIENT RESULTING FROM BREACH OF THIS AGREEMENT BY CONSULTANT ARE DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE TO CALCULATE, CONSULTANT SHALL ONLY BE LIABLE TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CLIENT, NOT TO EXCEED A TOTAL OF \$5,000.00 USD. AGREEMENT TO THIS PROVISION IS A MATERIAL INDUCEMENT TO CONSULTANT AGREEING TO ENTER INTO THIS AGREEMENT WITH CLIENT. THIS PROVISION 11.(C) SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY WITH ANY OTHER PROVISION IN THIS AGREEMENT.

DISCLAIMERS AND RELEASE

CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR TITLE WITH RESPECT TO CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT.

Without limiting the foregoing, Consultant makes no representations or warranties as to:

(1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Store, the products therein, or the data, information, content, software, technology, graphics, or

communications provided on or through the Store;

(2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Store or the approval or compliance of the Store or any software or information and content contained in the Store; or

(3) that the Store will satisfy Client's economic needs and requirements or reach any particular level of sales, income, or net profits. Business Risk – Client hereby understands that the creation and potential growth of the Client's Store carries financial and other risks. Client hereby understands that e-commerce is an ever-changing industry that is subject to numerous business risks, including but not limited to:

(i) a changing legal environment in which regulations can emerge or change that affects the commercial sale of products through Amazon FBA via Client's Store;

(ii) economic changes that affect consumer spending, the emergence of recessions due to economic and other issues (including public health issues) and the like;

(iii) changes in the popular appeal of and demand for different types of Amazon FBA products;

(iv) changes in Amazon's terms and conditions, which can materially affect or even interfere with the marketability of Client's Store or its products;

(v) changes in international politics or economies, which may affect, among other things, the ability to package, distribute and ship Amazon FBA products, and the costs thereof;

(vi) market forces, including increased and changing levels of competition for any given product from other sellers of such product;

(vii) unforeseen events, force majeure, public health concerns, and other external events that could affect the performance of any Amazon FBA Store.

Client hereby understands that there are no guarantees made by Consultant or otherwise as to the Store's sales, income, or profitability at any time, and acknowledges that Client is at risk of a total loss of his, her or its investment. Client acknowledges the substantial risks generally involved with an e-commerce business. Client recognizes that there is a possibility that subsequent to the execution of this Agreement, Client may discover facts or incur or suffer claims which were unknown or unsuspected at the time this Agreement was executed, and which if known by Client at that time may have materially affected Client's decision to execute this Agreement. By operation of this Agreement, and in particular the disclaimers of Consultant

contained in the preceding subsections, Client assumes any and all risks of such unknown facts and such unknown and unsuspected claims and expressly releases Consultant for any liability which Consultant could have had in connection therewith in the absence of the release herein provided by Client to Consultant. Consultant encourages Client to only invest funds that Client can afford to invest in an illiquid basis over a longer-term and perhaps ultimately lose, and to consult Client's legal and/or business advisors prior to investing in the Store.

Amazon FBA Terms and Conditions – Client hereby understands that Amazon FBA, from time to time, with or without cause, can and does suspend accounts for various reasons, some of which may not be obvious or justified in the Client's view. In the event Client's Store is suspended, Company will assist in sending an appeal on behalf of the Client and working with Amazon FBA to remedy the situation at no extra cost. Consultant makes no representations or warranties of any kind, however, that Amazon FBA will in such cases return Client's Store to active status. Furthermore, the Client agrees and understands that the Consultant makes no guarantees or representations regarding the Store in relation to any Amazon FBA policy, whether currently in effect or as may be amended by Amazon FBA from time to time. Client understands that Consultant has no control over or input in when and whether Amazon FBA elects to change any of its policies. However, the Services provided by Consultant to Client pursuant to this Agreement shall where practical be consistent with Amazon's current policies.

GENERAL PROVISIONS

Non-exclusivity – Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client of this Agreement.

Relationship of the Parties – Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement. Notices – All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to info@thefbamachine.com. If to Client, notice shall be sent electronically to, with a courtesy copy sent to. Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal, if sent by U.S. first-class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement.

Severability, Headings – If any provision is held to be invalid or unenforceable

for any reason, the remaining provisions will continue in full force and effect. In such event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of the provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid. Headings are used for the convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement.

Dispute Resolution – Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association (“AAA”) rules, as modified by this Agreement, which shall take place in Miami-Dade County, Florida. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any court having proper jurisdiction. All administrative fees and expenses of such arbitration proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration (except where attorneys’ fees and costs shall be awarded pursuant.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose. Amendment. This Agreement cannot be amended except in writing and signed by both Parties.

Electronic Signatures – This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument. Governing Law; Jurisdiction – This Agreement, the negotiations thereunder, and performance thereof shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. Client hereby irrevocably consents to the personal jurisdiction of and agrees that the sole venue for any dispute arising in connection to this Agreement shall be the courts of competent jurisdiction (State and federal) located within Miami-Dade County, Florida. Client agrees not to commence or prosecute any such action, claim, or proceeding other than in such

aforementioned courts. The parties hereto agree that Florida law shall apply regardless of any choice or conflicts of law principles. Client agrees that Miami-Dade County, Florida is a convenient forum, and waives any objection to same under forum nonconvention principles.

Waiver - The failure of any party to insist on or enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement or applicable law shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision, right or remedy. Force Majeure - Neither Party shall be responsible for any failure to perform beyond its reasonable control, including, without limitation acts of God, national health emergency, acts or omissions of civil or military authority, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, or interruptions in telecommunications, internet services, or third-party vendors.

Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements relating to the subject matter herein. Attorneys' Fees - If either party breaches this Agreement, or one party brings any action (including appeal) against the breaching party in connection with this Agreement, the substantially prevailing party in such action shall be entitled to recover his/her/its cost of the action and reasonable attorneys' fees.

Injunctive Relief - In the event of a breach or threatened breach, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either by Client, Client shall owe Consultant total liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) per breach. The Parties further agree that (i) the liquidated damage amount due from Client as above set forth is not a penalty but is an arms-length negotiated amount under the circumstances, and (ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.

Independent Counsel - The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction

shall apply to the disadvantage of any Party.

Assignment – Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.

Cure – If at any time either Client believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, Client shall notify Consultant in writing of the specific nature of such claim, and Consultant receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.

Indemnification – Client agrees to indemnify, defend, save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the “Indemnified Parties” and each an “Indemnified Party”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities, and expenses (including all attorneys’ fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client’s breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement.

Survival – Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law.

Client Data Management – Unless Consultant receives Client’s prior written consent, Consultant shall not: (i) access, process, or otherwise use Client’s Data other than as necessary to facilitate Consultant’s Services; (ii) give any of its employees access to Client Data except to the extent that such individuals needs access to Client Data to facilitate the performance of Consultant under this Agreement; or (iii) give any other third-party access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client’s express written consent and shall follow Client’s written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant’s Services

and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process.

Waiver of Jury Trial.

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Ministerial Services – In furtherance of Client's obligations, Consultant may offer Client guidance and referrals to third-party vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfillment of the obligations ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination.

DEFINITIONS – Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

EXHIBIT A Definitions: Words or phrases which are initially capitalized or are

within quotation marks in the e-commerce consulting agreement (“Agreement”) shall have the meanings provided in this Exhibit A.

“Cash Back” means any revenue derived from cash back programs like Be Frugal.

“Client Data” refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client’s behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users.

“Confidential information” means any and all information of the Company that is not generally known to the public or those with whom the Company competes or does business, or with whom they plan to compete or do business, and any and all information, publicly known publicly known in whole or in part or not, which, if disclosed would assist in competition against them including without limitation: Consultant’s proprietary business information and all information disclosed or made available by Consultant to Client, either directly or indirectly, in writing, orally, by demonstration, or by inspection of tangible or intangible objects, including without limitation documents, files, texts, emails, phone calls, zoom calls, links, source code, software, charts, graphs, and any other form of communication. Confidential Information also includes information disclosed by Client to Consultant. Confidential Information shall not include any information (a) which Client can establish was publicly known and made generally available in the public domain prior to the time of disclosure, other than as a result of an improper disclosure by a party hereto, or (b) was in Client’s possession on a non-confidential basis prior to its disclosure.

“working days”

“Net Profit” means the revenue, income, and sums owed to Client through the operation of Client’s Store after deduction of (i) the cost of any goods sold in connection with Client’s Store, and (ii) any Amazon FBA fees related to Client’s store.

“Pause” means the Store is considered in “Vacation Mode” due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein. The term “proprietary business information” means Consultant’s valuable trade secrets and confidential business information regarding its brand, vendors, sources, suppliers, techniques, processes, products, services, including, but not limited to, information regarding e-commerce transactions, Amazon FBA transactions, training materials, marketing and advertising materials, trade or industrial practices, customer and client correspondence, internal memoranda, project files, marketing plans, distribution channels, and relationships with, and identities of, customers, investors, clients, buyers, sellers, brokers, agents, representatives, distributors, manufacturers, and

managers, as well as financial information, business, marketing and operating information, geographic sales information, social media analytics, price comparison information, sales data, sales programs, sales volumes, sales conversion rates, sales methods and processes, sales proposals, products, services, training manuals, sales scripts, income information, profit information, operating procedures, pricing policies, strategic plans, intellectual property, information about Consultant's clients, employees and contractors, and other confidential or proprietary information related to Consultant. The term "Store" means the Client's wholly-owned e-commerce location on the third-party Amazon.com FBA.com where products may be sold to third parties (there is no affiliation, endorsement, or sponsorship between Consultant and Amazon FBA). "Suspension" means an action or actions by Amazon FBA which inactivates or freeze Client's Store, and which thereby results in an inability for Client to access Client's Store which results in no access or sales activity through the Store, other than where due to the occurrence of a Prohibited Action. "Vacation Mode" means any action other than a breach of this Agreement by Client which results in a condition of Client's Store where all sales activity in the Store has been temporarily halted.

SIGN BELOW

To get started and to make the following steps as simple as possible:

ONE - Simply type your name in the box below and click "Sign Proposal".

TWO - Please refer to the Wire Instruction tab in this proposal for wire details

THREE - Please submit a screenshot of Wire Confirmation to your Sales
Rep

WE CAN'T WAIT TO START SETTING UP YOUR BUSINESS!

Wire Instructions

theFBAmachine INC

2011 8TH street

North Bergen NJ 07047

TD BANK

565 Fifth Avenue, New York, NY 10017

Account# [REDACTED] 8800

Routing # [REDACTED]

2/7/2024

OFFICIAL TRANSCRIPT PROCEEDING

FEDERAL TRADE COMMISSION

MATTER NO. 2423002

DATE RECORDED: FEBRUARY 7, 2024
TRANSCRIBED: FEBRUARY 28, 2024

PAGES 1 THROUGH 55

GOOGLE MEET CALL WITH FBA MACHINE 2-7-2024

FEDERAL TRADE COMMISSION

3 In the Matter of:)
4) Matter No. 22423002
5)
6 -----)
7 February 7, 2024

11 The following transcript was produced from a
12 digital file provided to For The Record, Inc. on
13 February 12, 2024.

2

FEDERAL TRADE COMMISSION

I N D E X

RECORDING: PAGE:
Google Meet Call with FBA Machine 2-7-2024 4

4

P R O C E E D I N G S

3 GOOGLE MEET CALL WITH FBA MACHINE 2-7-2024

4 WENDY FRANCO: Hi, [REDACTED] How's it going?

5 REEVE TYNDALL: Good. How are you doing?

6 WENDY FRANCO: Good morning. I am doing
7 fabulous. How's your morning so far?

8 REEVE TYNDALL: Oh, pretty good. I have
9 some coffee. Ready to go.

10 WENDY FRANCO: That's good. Same, same. By
11 the way, I do have Bill. He is our senior business
12 advisor. He's going to be on this call joining us,
13 because he wanted to go over some numbers with your.

14 REEVE TYNDALL: Sure.

15 WENDY FRANCO: I know you wanted a little
16 bit more (inaudible) projections, so he's better at
17 than me, so he'll -- he'll be going over that with
18 you.

19 REEVE TYNDALL: Oh, okay.

20 WENDY FRANCO: (Inaudible).

21 Bill, can you hear us?

22 BILL: Yep. I'm here, just getting ready.

23 You know, it's basically 6:00 a.m. for me, so I'm
24 trying to -- trying to get (inaudible) -- 5:00 a.m. --
25 yeah, 6:00 a.m. So, cool.

1 (Pages 1 to 4)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001254

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>5</p> <p>1 WENDY FRANCO: Yeah. Yeah, yeah. No 2 worries. By the way, Bill, this is [REDACTED] works 3 in the agricultural field. 4 BILL: (Inaudible). 5 WENDY FRANCO: Yeah, he's looking to make 6 passive income with Amazon. He's looking, obviously, 7 for a done-for-you model. He needs help from A to Z. 8 So, yeah, that's pretty much the goal here. 9 BILL: Cool, cool, cool. 10 WENDY FRANCO: While we're -- while he's 11 pulling up some numbers, [REDACTED] was there any questions 12 aside from projections that you had? 13 REEVE TYNDALL: Projections, that was the 14 big one. I -- you know, also, you know, I -- I think 15 the -- you know, inventory, you know, if it -- if it 16 doesn't move or if there's an issue with inventory, 17 like, if you could walk me through, like, what happens 18 in that scenario, that -- that'd be great. 19 WENDY FRANCO: Yeah. 20 REEVE TYNDALL: Yeah. 21 WENDY FRANCO: Absolutely. Okay. We'll 22 make sure to note that. 23 BILL: So, [REDACTED] I -- I can totally share my 24 screen. So first off, what were you initially wanting 25 to put in inventory? What was your budget, if you can</p>	<p>7</p> <p>1 talked to me about both ones, and she said, like, 2 which one would you be more interested in, and I said 3 probably the -- probably the done -- is it done-for- 4 you, because, you know, I haven't done this before -- 5 WENDY FRANCO: Yeah. 6 REEVE TYNDALL: -- obviously, so, yeah, but 7 I don't know, like, what the other one would look like 8 or any -- anything like that. So... 9 BILL: Yeah, one of the reasons why we -- we 10 try to -- so all of our competitors try to sell you 11 the done-for-you model, which we're more than happy to 12 sell you, but we also feel like it would almost be 13 benefitting -- you'd benefit to even consider 14 starting, you know, with the done-with-you model so 15 that you can learn while we're building your store 16 with you (inaudible) mostly doing all of the work for 17 you so you can actually, you know, kind of get the 18 business acumen, kind of like getting an MBA in Amazon 19 while you're also working, if you know what I mean. 20 REEVE TYNDALL: Okay. Yeah, that makes 21 sense. 22 BILL: (Inaudible). That way, you know, 23 you're not, like, why is this happening, what's going 24 on. You're actually learning it simultaneously 25 instead of just having full-on trust with us taking</p>
<p>6</p> <p>1 fill me in? 2 REEVE TYNDALL: So I know the -- the initial 3 investment was 35,000. I guess that's kind of like my 4 question regarding, like, inventory purchases and, 5 like, when the first one would happen and, like -- 6 like, do I use all the money at first or -- because I 7 have -- I have about 70,000, so I guess another -- I 8 could go 35,000 in inventory, but, yeah, I'm just 9 looking kind of like numbers-wise what -- what -- what 10 it would look like kind of in the first year, cash- 11 flow-wise. 12 BILL: Got it, okay. So I'm kind of late to 13 the party, to be quite honest with you, so I'm not 14 really sure everything that you all spoke about and 15 I'm trying to catch up the best I can. So, one, have 16 you considered doing the done-with-you model, you 17 know, so you can get to work with us, get the -- get 18 the education, kind of get a better understanding, 19 build trust with us and us build trust with you first 20 over just going straight into the done-for-you model? 21 Have you considered that route? 22 REEVE TYNDALL: I mean, I -- I would 23 consider it. I -- you know, I just -- I just filled 24 out a form, and I -- I think I talked to, like, 25 Melissa, and she wanted to know, like, she kind of</p>	<p>8</p> <p>1 over your store; however, we're more than happy to do 2 that. I just wanted to throw that out there as an 3 option because that model allows us to get to know you 4 better, it means you get to know us better, and, you 5 know, it's just another option out there, right? But 6 if you want to go straight for the done-for-you model, 7 I'm going to go over the figures with you. I'm not 8 going to hide anything from you, but I wanted to let 9 you know that's on the table as well. 10 REEVE TYNDALL: Oh, okay. 11 BILL: Yeah. 12 REEVE TYNDALL: Yeah, yeah. Yeah, totally. 13 I'm -- I'm totally, you know, I'm new to this, so, 14 like, yeah -- 15 BILL: Yeah. 16 REEVE TYNDALL: -- I have an open mind, 17 yeah. 18 BILL: Yeah, because the done -- the done- 19 for-you model, there's -- there's a larger up-front 20 fee, because we're doing everything, and we're also 21 (inaudible) for you. I'll let Melissa explain, you 22 know, what those -- what those are, but -- and then 23 I'll get -- you know, happy to go into, you know -- 24 WENDY FRANCO: Yeah, I'll go over -- the 25 done-with-you model shortly after, just so you have an</p>

2 (Pages 5 to 8)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001255

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>9</p> <p>1 understanding of it and you can kind of figure out 2 feels more in line for you, because that is an option 3 on the table. 4 REEVE TYNDALL: Oh, okay. Okay. Yeah, 5 that'd be great. 6 BILL: All right, cool. Well, let me share 7 my screen. And, you know, like I said, hey, we'll do 8 -- we'll do whatever you want, but, again, the reason 9 why we always want to kind of downgrade the cost is to 10 first also give you a chance to get your feet wet so 11 we can build trust together because this -- this is a 12 partnership that we -- when we do the done-for-you 13 model, it's a partnership. Like, you hand complete 14 control over to us, right? You reach out to your team 15 every now and then to find out what's going on -- 16 WENDY FRANCO: Yes. 17 BILL: -- but we're doing everything, right? 18 We're -- we're steering the ship. We're running your 19 business. We're the CEO of your business. You're 20 like an invested partner. The done-with-you model, 21 you're the CEO; we're your partner helping you build 22 your business, if that makes sense, right? So -- and 23 it's two different ways, if that makes sense. 24 REEVE TYNDALL: Okay. Yeah, no, no. 25 That -- that makes sense. So, like, the done-with-you</p>	<p>11</p> <p>1 with-you is a smaller fee, but you still need 2 inventory, so it's just a little bit of a difference 3 there, and, you know, she'll explain it to you real 4 quick. 5 So I just want to go right off the top -- up 6 in the top left here, we're talking about an initial 7 investment, having the availability of 50K at some 8 point over the next four to five months to put into 9 inventory. We're not going to put 50K in initially. 10 We'll put 10,000 right away into your inventory. So 11 every month, for four months or five months, we'll add 12 another 10-. Does that make sense? 13 REEVE TYNDALL: Yeah, that -- yeah, yeah. 14 So -- so I would be -- 15 BILL: (Inaudible) say, hey, you must buy 16 \$50,000 worth of inventory on day one. We'll take 17 10,000 a month, you know. We actually won't even do 18 it in January. We'll do it in February. 19 REEVE TYNDALL: Okay. 20 BILL: So January we're building out your 21 store, we're making sure you got your EIN number, 22 we're building out your inventory, we're building out 23 -- we're building relationships with all the vendors 24 and suppliers, we're getting you ungated. What that 25 means is is making sure that you have the right to</p>
<p>10</p> <p>1 would be like -- more like -- like a class or 2 something like that, or? 3 WENDY FRANCO: It's us -- we're still -- so 4 we're still doing, like 99 percent of the work for 5 you. We're still building the store and managing it 6 for you, but we're mentoring you along the way. 7 REEVE TYNDALL: Okay. 8 WENDY FRANCO: So there's mentorship, so 9 that at least you have a full understanding of how the 10 business works. Kind of like Bill said, you want to 11 get your feet wet, and you want to have a full 12 understanding, because this is your money to your 13 investment. And, then, the option for the done-for- 14 you is still there, so you could still do the done- 15 for-you model after, if that's what you'd like. 16 REEVE TYNDALL: Okay. Yeah, that -- 17 WENDY FRANCO: Yeah. 18 REEVE TYNDALL: -- yeah, okay. 19 BILL: Yeah, it's just a higher fee. 20 REEVE TYNDALL: Okay. 21 BILL: For you initial -- 22 WENDY FRANCO: For the done-for-you. 23 REEVE TYNDALL: I see, yeah. 24 BILL: Yeah, and like, that fee goes to us 25 as our management fee on top of your inventory. Done-</p>	<p>12</p> <p>1 sell that product on Amazon. Amazon is getting you 2 full approval. 3 So, like, hypothetically, if we got you 4 ungated with Nike, for example, and you -- we listed 5 Nike on your store, Amazon's not going to freeze your 6 account because you don't have approval, right? So 7 that -- that -- all that -- all that stuff can take up 8 to a month of getting all this done, getting your LLC 9 set up, you know, stuff like that. Does that make 10 sense? 11 REEVE TYNDALL: Yeah, yeah. That makes 12 sense. 13 BILL: Yes. A little bit of back-end work 14 that needs to take -- that needs to go on for the 15 first 30 days before we even get the inventory shipped 16 in. Now, I'm not -- not saying it has to take 30 17 days, but we want to be very conservative on our 18 numbers. That's why if you look at the expected 19 return at the top, we're using 12 percent because some 20 of the products may make 30 percent; some may make 8. 21 So we just want to give you a lower number. Now, if 22 you make more than that, which a lot of our investors 23 have, that's great, but we would rather be more 24 moderate on our numbers than, you know, tell you we're 25 going to make you, you know, a million dollars and you</p>

3 (Pages 9 to 12)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001256

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

13	15
<p>1 only make 100,000, right? That's not just the way we 2 do business. We're very conservative in our numbers, 3 because we want to, like, over-deliver, under-promise, 4 if that makes sense. 5 REEVE TYNDALL: Yeah, no, that makes sense. 6 BILL: Yeah. And, so, I mean, we've -- just 7 so you know, we've had quite a lot of people make an 8 average of 17 to 18, even 20 percent yearly on all 9 their products -- 10 WENDY FRANCO: Yeah. 11 BILL: -- once -- once you've done the 12 numbers. So -- but for this forecast, I'm only going 13 to use 12 percent. 14 REEVE TYNDALL: Okay. 15 BILL: So the numbers are not going to be, 16 like, wow, oh, my God, I'm going to be so rich on -- 17 on day two. Right? They're -- they're going to be 18 very moderate but still very legitimate. So that -- 19 that should help you understand. 20 REEVE TYNDALL: Okay. Yeah, that seems 21 reasonable. 22 BILL: So it's February now, but let's 23 imagine it's January and you came to an agreement on 24 January 1st. You can see there's zero numbers down 25 here, right, on the left side.</p>	<p>1 us more than three or four weeks to do everything from 2 LLC incorporation, getting all the vendors, finding 3 the right products that are going to be selling 4 seasonally and also yearly for you -- a good example 5 of that is, you know, if it's wintertime, wintertime 6 products are going to sell; if it's summertime, 7 summertime products are going to sell, because, you 8 know, if it's Christmas and the holidays, you know, 9 there's going to be seasonal products. But every year 10 people buy toilet paper, right? I mean, you know, 11 Kleenex. Right? You know what I'm saying? 12 REEVE TYNDALL: Yeah. 13 BILL: Coffee, tea. I mean, you know, those 14 kind of things. So there's two different -- you know, 15 there's different type of products that people buy 16 every year. So I'll let Wendy get in more detail 17 about that, but -- so when it comes to February, we're 18 going to put 10K. Now, we're not going to do 19 anything. You're going to have your own Amazon store, 20 so you're going to be connected directly with Amazon. 21 You're going to give us management rights. All that 22 means is kind of like giving us access to your -- your 23 computer, right, remotely, but you can always shut 24 that off if you say, hey, I don't want to do business 25 with y'all or whatever, right? You control your</p>
14	16
<p>1 REEVE TYNDALL: Yeah. 2 BILL: Because we're still, you know, doing 3 the research, getting the products that we want to put 4 in your store. We got to build out your store; we got 5 to get you -- set you up -- now, do you already have 6 an Amazon seller account? 7 REEVE TYNDALL: No. I looked into it. 8 BILL: Okay. All right. 9 REEVE TYNDALL: But I -- I haven't done it 10 yet. I don't have an LLC either, so... 11 BILL: No -- no numbers on January, right? 12 All the things you just said got to be done, right? 13 REEVE TYNDALL: Okay. 14 WENDY FRANCO: We would do -- we would help 15 you with that, yeah. 16 REEVE TYNDALL: Yeah. 17 BILL: Exactly. So we're going to -- you 18 know, either the done-for-you or done-with-you is 19 going to be done, but we don't want to go ahead and 20 tell you right away there's going to be numbers -- 21 money coming in in January. You don't have an LLC 22 yet. You don't have an Amazon store. We got to set 23 all this up. 24 So assuming that we -- we started on January 25 1st and we got everything set up, which doesn't take</p>	<p>1 Amazon account, but we become your managing partner. 2 So when I -- the reason I say that is when I 3 say put \$10,000 in, you're actually going to wire that 4 directly -- or put that in on a credit card or 5 whatever on Amazon. So when we go and buy your 6 inventory, you're going to have an account with us, 7 and we're going to be taking that money from you and 8 then putting it and sending it in to Amazon. 9 So there's two things that's going to 10 happen, right? When you go to withdraw your money, 11 it's your store. You have access to it. But when we 12 build inventory, you're going to need to give us 13 access to the inventory, working capital, so we can 14 buy the inventory. Does that make sense? I'm -- it's 15 kind of confusing -- 16 REEVE TYNDALL: Yeah, no. That -- that 17 makes sense. 18 BILL: Yeah, so, when the -- when it comes 19 to making profit and all that, we don't have access to 20 your profit. You have that direct through Amazon; 21 Amazon can wire that directly twice a month into your 22 account. 23 Now, when it comes to buying inventory, 24 we're going to have to work with you to buy that 25 inventory, and with these vendors who are going to</p>

4 (Pages 13 to 16)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001257

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

17	19
<p>1 have to have access to that 10K, right? We'll have a 2 mutual understanding of that. 3 REEVE TYNDALL: Okay. 4 BILL: You're going to first put in 10,000. 5 Even though we started with 50-, right? We're only 6 going to start with \$10,000 per month. Now, the way 7 Amazon works is, is they have multiple fulfillment 8 centers all over the nation. You -- where do you 9 live? 10 REEVE TYNDALL: So I'm Bay Area-adjacent. 11 I'm like -- yeah, I don't know if you know of Pajaro 12 Valley. 13 BILL: Oh, I used to live in San Diego. I 14 know some of the different -- 15 REEVE TYNDALL: Oh. Oh, okay. Yeah, yeah. 16 A bit far away, but, yeah, yeah. 17 BILL: (Inaudible). 18 REEVE TYNDALL: Yeah. 19 BILL: I don't know where the fulfillment 20 center is in Cali, if there are more than one, but 21 wherever it is, you know, products need to be shipped 22 out there, right? 23 REEVE TYNDALL: Okay. 24 BILL: Now, let's use an example of 25 surfboard wax, right? There's not going to be people</p>	<p>1 REEVE TYNDALL: I see. 2 BILL: Because they're not going to take 3 your one product and overnight it to their fulfillment 4 centers. They're going to wait until they've got a 5 full 18-wheeler full of other stuff, and then they're 6 going to slow-ship it on trains and, you know, 18- 7 wheelers because it saved them money. Does that make 8 sense? 9 REEVE TYNDALL: Yeah, and that makes sense. 10 BILL: Because it's just -- it's just good 11 business, right? Otherwise, two-day shipping from 12 Prime would cost a hell of a lot more than free. 13 REEVE TYNDALL: Yeah. 14 BILL: Yeah. So that's why if you see, even 15 though your inventory ships in at 10K here, where I'm 16 highlighting -- 17 REEVE TYNDALL: Yep. 18 BILL: -- it's going to only be half the 19 inventory is actually only going to be available for a 20 month. Now, if you look at Month 2, you can see now 21 you're at 10. That's because you put in another 10, 22 and then the additional 5 is going in. So it's slowly 23 going all the way up. Once you hit June, pretty much 24 all of your inventory is available, if that makes 25 sense.</p>
18	20
<p>1 buying a lot of surfboard wax in Arizona. Right? 2 REEVE TYNDALL: Yeah. 3 BILL: Because there's no -- there's no -- 4 REEVE TYNDALL: No. 5 BILL: -- beach there, right? 6 REEVE TYNDALL: Yeah. 7 BILL: But there's going to be a lot of 8 people down the coast buying surfboard wax. So if we 9 were selling surfboard wax for whatever reason and we 10 found that we could get a good margin on it and make 11 money, and we put that into our Jersey warehouse 12 initially because that's where all of our warehouse 13 is, then that has to be sent to the Amazon fulfillment 14 center in Jersey, then Amazon has to take a week or so 15 to find out where they want to ship those thousands of 16 surfboard wax soaps or whatever those bars are called, 17 and then they're going to ship them all over the place 18 -- Miami, Fort Lauderdale, Tampa, then they're going 19 to ship them up to California, right? 20 So the reason I'm saying that is if you look 21 at item number -- Line Item 25, it only shows 5,000, 22 it's because it takes a while for Amazon to take the 23 inventory that we've shipped them on your behalf, to 24 then -- to then slowly ship it to their fulfillment 25 centers.</p>	<p>1 REEVE TYNDALL: Okay. Yeah, just that, 2 like, lag time, yeah. 3 BILL: There's lag time because it needs to 4 be shipped to -- there's 52 states in the United 5 States. There's seasonal products, like no one's 6 going to be selling long coats and hats and gloves in 7 Miami in the summertime. 8 REEVE TYNDALL: Okay. 9 BILL: So they're not going to send it to 10 any of those fulfillment centers, right? That 11 wouldn't make any sense, but they're definitely going 12 to be up in the north -- Oregon, California, you know, 13 Canada/areas, Michigan, you know, because that's where 14 people wear long summer -- or winter coats in the 15 winter, right? 16 REEVE TYNDALL: Sure. Okay, so, like, so -- 17 and then you said something about, like, New Jersey. 18 Is that, like, where the inventory is processed and 19 shipped out, or? 20 BILL: That's where our -- our main -- main 21 warehouse is; however, if the ship from China -- I'm 22 not -- I mean, excuse me -- 23 WENDY FRANCO: No. 24 BILL: -- (inaudible) any of our products 25 that we have a vendor relationships with, they're</p>

5 (Pages 17 to 20)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001258

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>21</p> <p>1 going to come straight into our -- go ahead, Wendy, 2 you can say it. They're going to come straight -- 3 WENDY FRANCO: Yeah, yeah, yeah. We have -- 4 so our main warehouse is in New Jersey, but we have 5 eight warehouse locations nationwide. 6 REEVE TYNDALL: Oh, okay. 7 WENDY FRANCO: New Jersey, Texas, 8 California, you know, Oregon. So they're all located 9 close to fulfillment centers. 10 REEVE TYNDALL: Okay. 11 WENDY FRANCO: So, yeah. 12 REEVE TYNDALL: Cool. Okay, yeah, that 13 makes sense. 14 BILL: It just depends on where the products 15 are coming from and where they're located. So if -- 16 like, Kleenex is located in, you know, in Dallas, 17 right, and that's their main location, they're going 18 to ship their products from Dallas to our -- our 19 closest warehouse. 20 WENDY FRANCO: Yep. 21 REEVE TYNDALL: Okay. 22 BILL: If that makes -- yeah. 23 REEVE TYNDALL: Cool. 24 BILL: And, then, from there, we're going to 25 send it to the closest fulfillment center --</p>	<p>23</p> <p>1 return on investment, by the way. You know what I 2 mean? So you're going to make a profit, plus you get 3 your inventory back. 4 REEVE TYNDALL: Okay. 5 BILL: For every widget that you sell, you 6 don't lose that money on that widget; you get paid 7 back for that, but the profit's here. 8 REEVE TYNDALL: Sure. Okay. 9 BILL: Amazon takes out their fees, 10 warehouse fees, manage -- management fees. You're 11 bringing in \$500 -- 12 REEVE TYNDALL: Okay. 13 BILL: -- from \$5,000. So that's roughly -- 14 if we did the math, that's, you know, 12 percent, more 15 or less, right? 16 REEVE TYNDALL: Okay. 17 BILL: From 5,000. 18 REEVE TYNDALL: Yeah, because you only have 19 5,000 that are for sale. 20 BILL: You still have the 5K, but it's 21 somewhere in the United States being either tagged, 22 bagged, shipped. You know what I mean? It's being -- 23 it's being calculated by Amazon, because Amazon has a 24 formula. They know where everybody in the country 25 buys certain number of products, and they don't want</p>
<p>22</p> <p>1 WENDY FRANCO: Mm-hmm. 2 BILL: -- in -- in Texas Amazon, which I 3 don't know where -- that may be Austin. Who knows? 4 So -- 5 WENDY FRANCO: Yeah. 6 BILL: -- I'm kind of going into the weeds 7 here, but I just want to explain to you, your money is 8 not lost; it just takes a minute to get, you know, to 9 get filled into all these fulfillment centers for 10 Amazon. 11 REEVE TYNDALL: Sure. Okay. 12 BILL: And, I mean, and pretty common sense 13 when you think about it, right? 14 REEVE TYNDALL: Yeah. 15 BILL: Like -- all right. I'm blowing this 16 up. So Month 1, you've got \$5,000 that you're working 17 with because we're waiting for the other 5- to get to 18 where it needs to go. Right? 19 REEVE TYNDALL: Okay. 20 BILL: And -- and, so, let's say we make a 21 gross revenue of sales of \$6,700, right? The cost of 22 goods sold is, you know, \$3,500, so the total store 23 profit for Month 1 is -- is 806, right? 24 REEVE TYNDALL: Yeah. And then Amazon is 25 going to take out all their fees. So this is your</p>	<p>24</p> <p>1 that -- they don't want to ship anything from one 2 coast to the other on two-day shipping. It costs them 3 too much money. So they're going to get it as close 4 to what their data tells them that people are buying. 5 If a lot of people are buying juicers and they're all 6 located in New York, Michigan, and Iowa, then they're 7 going to put the juicers in those fulfillment centers, 8 for example, right? They're not going to ship that 9 from Miami -- 10 REEVE TYNDALL: Yeah. 11 BILL: -- because it costs too much money. 12 So -- but, eventually, it catches up. And all your 13 inventory arrives, you know, monthly. So as you keep 14 adding inventory, eventually you're going to have a 15 lot -- a lot of inventory. So when -- when we go to 16 March, now you're making \$1,200. April, 1,600. May, 17 you really -- you know, it really starts pumping out 18 roughly once you -- you hit Month 12, right? 19 REEVE TYNDALL: Okay. Yep. 20 BILL: And, then -- and, then, we can talk 21 about, you know, we reinvest in this formula. We're 22 reinvesting your profits back into your inventory. So 23 the reason we do that is if you don't reinvest your 24 profits, your store doesn't grow as fast. Now, you 25 don't have to reinvest your profits; we just suggest</p>

6 (Pages 21 to 24)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001259

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

25	27
<p>1 so, and that's why this particular formula or this 2 really confusing-looking document here shows you these 3 projections are based on reinvestment. 4 REEVE TYNDALL: Sure. 5 BILL: So all the way to the right, if you 6 look at Year 1, you've put in 200 -- you've made cost 7 of goods sold, you sold \$281,000 worth of product. 8 REEVE TYNDALL: Okay. 9 BILL: But you've only bought \$50,000 worth 10 of inventory. 11 REEVE TYNDALL: I see, because you're, like, 12 reinvesting each -- 13 BILL: Reinvesting it. 14 REEVE TYNDALL: -- okay. 15 BILL: That's right. 16 REEVE TYNDALL: Yeah. 17 BILL: Yeah. So at the end of the year, if 18 you wanted to technically sell this store, it's worth 19 roughly 3 to 10X of this -- of this amount, \$281,000. 20 REEVE TYNDALL: Okay. Wow. 21 BILL: This is a business. Like -- 22 WENDY FRANCO: Yes. 23 BILL: -- someone like me that had a million 24 dollars that didn't want to do anything knew that over 25 10 years, because if you -- if you look at a 10-year</p>	<p>1 whoever, you can -- you can bow out, right? We don't 2 want you to bow out. If we do a done-with-you model, 3 we want you to stay in this for the long haul, right, 4 because we really want to turn this 28 -- 280,000 into 5 28 million, right? That's our goal, right? 6 REEVE TYNDALL: I see, yeah. 7 BILL: But here's your profit, \$42,000 a 8 year. You know what I mean? So it's a legitimate 9 business on very modest numbers, right? Twelve 10 percent return, only putting 50,000 in inventory, but 11 you're only putting in 10- a month for four months, 12 right? 13 REEVE TYNDALL: Okay. 14 BILL: So -- or for the first two months and 15 then 15- for the second two months. So you're really 16 not having to come out of pocket 50K right away. 17 REEVE TYNDALL: Okay. Yeah, that makes 18 sense. And does it -- how does it -- does it scale up 19 or down, or like how does that work, like if I wanted 20 to put in more or less? 21 BILL: So if you -- if you at least put 22 in -- if you at least do the 10-, the 10-, the 15-, 23 and the 15-, these numbers would be (inaudible), okay? 24 REEVE TYNDALL: Okay. 25 BILL: More than likely, they'd be higher</p>
26	28
<p>1 value of -- of a business, you're like, well, 281- a 2 year and it's going to grow exponentially, I'll give 3 you 2.8 million for that. Would you sell that to me? 4 Maybe, maybe not. But it would be a good deal for 5 someone who's a -- especially rich hedge fund manager 6 who knew that he could turn this into 28 million in 10 7 years. Right? 8 REEVE TYNDALL: Yeah. 9 BILL: So that's what I'm saying. Your 10 business is not worth just 281,000; it's worth a lot 11 more than that, right? 12 REEVE TYNDALL: Okay. Yeah, no, that makes 13 sense. 14 BILL: And then your -- your profit on 15 investing 52 -- \$50,000 in Year 1 is \$42,000. So 16 you've almost gotten all of your money back, 100 17 percent. 18 REEVE TYNDALL: Okay. 19 BILL: But -- but this is a business, and 20 why would you -- unless you ran into major hardship, 21 lost your job, and decided, you know, that, hey, I 22 just want -- I'm out of this for whatever reason, I 23 don't like making money without having to do hardly 24 anything at all but just make a phone call every -- 25 once a month and talk to -- talk to Steven and -- or</p>	<p>1 because we were -- we're seeing higher returns on our 2 -- on almost all of our investors, but we -- we would 3 rather tell you you're only going to make 40 and then 4 you end up making 70, right? 5 REEVE TYNDALL: Sure. Yeah. 6 BILL: So I'd rather tell you that than tell 7 you you're going to make 70 and only make 40. You'd 8 be angry. 9 REEVE TYNDALL: Okay. 10 BILL: You see how that works? 11 REEVE TYNDALL: Yeah, no, that makes sense. 12 BILL: You know, telling your wife you're 13 going to buy her a 10-carat gold-and-diamond ring and 14 you show up with a half-carat, it's not going to work 15 out so well. 16 REEVE TYNDALL: And, then, oh, quick 17 question. So the -- the Amazon fee, the -- the 18 warehouse fee and then the management fee, does that 19 include the -- the profit split, or -- or how does 20 that work? 21 BILL: So this is your -- the profit split's 22 already adjusted. 23 REEVE TYNDALL: Okay. 24 BILL: This is -- this yellow line is before 25 the profit split.</p>

7 (Pages 25 to 28)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001260

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

29	31
<p>1 REEVE TYNDALL: I see, okay. Okay. Cool. 2 BILL: So this is what we make together 3 as -- if we're doing done-for-you. If you did done- 4 with-you, this would all go to you. 5 REEVE TYNDALL: I see. Okay. 6 BILL: So that's another benefit of 7 potentially talking to Wendy about -- 8 WENDY FRANCO: Yes. 9 BILL: -- starting with the done-with-you is 10 you'll make a lot more money up-front, but you're 11 going to have to also do work. 12 REEVE TYNDALL: I see. Okay. Yeah, no, 13 that -- 14 BILL: And we're -- we're fine with that. 15 We actually -- we actually prefer that with -- with a 16 lot of people because we'd rather you know what the 17 heck is going on and by say, May, you go, you know 18 what, guys, I don't want to do this anymore, I've -- 19 I've -- you know, I've learned it, I trust you, now 20 let's do done-for-you. But at least now you're not 21 asking us, you know, a thousand questions every day 22 because you don't understand the business, right? 23 That's why we like to do the done-with-you first, so 24 that you really understand the workings, and then you 25 also trust us, we trust you, we like working together.</p>	<p>1 a long-tem partnership. We -- we -- we look at this 2 as a five-year, ten-year partnership because we're 3 making, you know, 30 percent of this money, and we're 4 doing a heck of a lot of work, so we want to -- you 5 know, we want to continue to make money, right? We 6 want you to continue to make money. 7 REEVE TYNDALL: Yeah. No, that makes sense. 8 BILL: But both options are on the table. 9 REEVE TYNDALL: Yeah. Okay. Yeah, I mean, 10 this is -- this is exactly what I was -- what I was -- 11 wanted to see. No, this makes sense. 12 BILL: Super-detailed, I know. 13 REEVE TYNDALL: Yeah, yeah. 14 BILL: I know it's a -- it's a lot to take 15 in in one sitting, but, you know, it's all there, 16 right? Everything -- 17 REEVE TYNDALL: Yeah. 18 BILL: -- you know, some people really need 19 to see these numbers. Some people who are just like, 20 how much can I make per month, and that's all they 21 care about, right? 22 REEVE TYNDALL: Yeah. 23 BILL: So, you know, we don't show this to 24 everyone. 25 REEVE TYNDALL: Yeah.</p>
30	32
<p>1 It's a partnership. 2 REEVE TYNDALL: Sure. Yeah, no, that makes 3 sense. 4 BILL: It's kind of like dating somebody for 5 a couple of years before you get married instead of 6 just, you know, meeting -- meeting them in a café and 7 getting married the next day. 8 REEVE TYNDALL: Yeah. That's true. 9 BILL: It's more of an arranged marriage, 10 right? 11 REEVE TYNDALL: Yeah, yeah. 12 BILL: Arranged -- you know what I mean, 13 like, you know what, I really don't like this person 14 at all. 15 REEVE TYNDALL: Yeah. 16 BILL: Or, wow, I fell in love with them no 17 matter what. So -- 18 REEVE TYNDALL: Yeah. 19 BILL: -- that's kind of why we have both 20 models available -- 21 WENDY FRANCO: Yeah. 22 BILL: -- is we really want to -- you know, 23 we want to -- we want it to build up trust, and we 24 want you to trust us. We want to trust you, we want 25 to make sure it's a good partnership, because this is</p>	<p>1 BILL: Because some people would be, like, I 2 don't know what I'm looking at, why do I need to see 3 this, I said I just want you to run my store -- 4 REEVE TYNDALL: Yeah. 5 BILL: -- and now you're getting me 6 involved. 7 REEVE TYNDALL: Yeah. 8 WENDY FRANCO: Everyone's different. 9 All right. So, [REDACTED] I'm going to go over 10 with -- with the done-with-you model, but we're going 11 to let Bill go shortly. Do you have any -- because I 12 know it's pretty early for him. Do you have any 13 questions for him before he goes? 14 REEVE TYNDALL: I -- I guess just kind of 15 like the -- and maybe it's just the -- my line of 16 work, you know, obviously I don't sell Kleenex or, you 17 know, sneakers or stuff like that, but like, you know, 18 shit happens with inventory all the time, and, like, 19 you know, it usually, like, we have a -- contracts 20 with either the suppliers, wholesaler, that we -- we 21 work with about, like, you know, if something goes 22 wrong, like how -- how is inventory like is it bought 23 back or is it repaired or, you know, how does that 24 work, I guess, with -- with Amazon, and I guess you're 25 selling a lot more stuff than we sell, so it's maybe</p>

8 (Pages 29 to 32)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001261

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

	33		35
1	totally different, but, yeah, I just wanted to know	1	REEVE TYNDALL: Oh, okay.
2	kind of what happens on that, if shit goes wrong.	2	BILL: But I'm -- I've left the other
3	WENDY FRANCO: Yeah, no, absolutely. Bill,	3	company, and I just came onboard this week full-time.
4	did you want me to just go ahead and go over the rest	4	REEVE TYNDALL: Oh.
5	with him?	5	BILL: Here with the FBA Machine, but I've
6	BILL: Yeah, go ahead and take over. I -- I	6	been here for a while, but working West Coast with the
7	can sit -- I'll sit in the background, turn my -- turn	7	other company, and, so all my calls were -- didn't
8	my camera and put everything on mute, and then maybe	8	come into, you know, like, 9:00 West Coast, right?
9	go grab a cup of coffee and put on a headset if you	9	REEVE TYNDALL: Oh, yeah, yeah.
10	need me, just kind of scream, say, hey, Bill, I could	10	BILL: So it's super freaking early for me
11	-- I could use you, your help or whatever, but end of	11	because I'm still on that time zone.
12	the day, [REDACTED] I just want to make sure that you're --	12	REEVE TYNDALL: Oh, yeah. Yeah, no, that
13	you're comfortable with the numbers, because that was	13	makes sense.
14	why she wanted me to come onboard.	14	BILL: But I'll -- I'll bow off and let
15	And, you know, I had a Freudian slip when I	15	Wendy take -- you're in great hands. She knows
16	said China because we do have other different models	16	exactly what she's doing. She just wanted me to kind
17	that we have not mentioned to you, we'd rather not	17	of go over the numbers because I'm -- I'm good with
18	bring them up at this time, but we do a lot of private	18	the --
19	label stuff and all that, and that means we have to	19	WENDY FRANCO: He's a numbers guy.
20	buy stuff directly from China, and you don't want to	20	BILL: Numbers and stuff, so...
21	do that starting out because it could take three	21	REEVE TYNDALL: Sure. Cool.
22	months to get your products in and blah-blah-blah. So	22	BILL: Okay.
23	we do a lot more than just what we're showing you	23	REEVE TYNDALL: Awesome.
24	here.	24	BILL: Take care. You're in good hands, and
25	REEVE TYNDALL: Yeah.	25	good luck, and welcome aboard.
	34		36
1	BILL: So -- but just so you know, every	1	REEVE TYNDALL: Oh, yeah, yeah. Thanks.
2	product that we're going to be putting in your store	2	BILL: You're welcome.
3	has already hit the United States, whether it was	3	WENDY FRANCO: Thanks, Bill. Appreciate it.
4	manufactured in Mexico or China, it's already here.	4	BILL: Mm-hmm.
5	REEVE TYNDALL: Sure. Yeah, no, I -- I	5	WENDY FRANCO: All right, [REDACTED] So as far
6	understand. We -- we do the -- I mean, a lot of	6	as inventory, do you mean more like returns, or do you
7	things are made in China, but, you know, yeah, we --	7	mean more like inventory that's not sold?
8	BILL: Yeah.	8	REEVE TYNDALL: I'm thinking three things.
9	REEVE TYNDALL: -- we do the same thing	9	So obviously inventory that's not sold; inventory
10	in -- in my work, so --	10	that's, like, damaged, either like at the warehouse
11	BILL: Yeah, I just wanted to make sure I	11	or, like, damaged at some point and returned, yeah.
12	was clear --	12	WENDY FRANCO: Yeah, yeah, yeah.
13	REEVE TYNDALL: Yeah, yeah.	13	REEVE TYNDALL: Yeah.
14	BILL: -- on that because when I was, like,	14	WENDY FRANCO: No, absolutely. So if we do
15	fumbling all over the -- I said China. She was	15	receive inventory -- because the inventory obviously
16	correcting me. I was, like, yeah, she's right. I'm	16	comes directly from the vendor to us if there is even
17	just barely waking up.	17	inventory that is damaged, when we receive it,
18	REEVE TYNDALL: No, I -- are you --	18	obviously, we'll know because we pretty much check
19	WENDY FRANCO: (Inaudible).	19	each item thoroughly, then at that point, we would
20	REEVE TYNDALL: -- are you at -- are you out	20	file a claim with the vendor.
21	in California, too, or?	21	REEVE TYNDALL: Okay. And, so, you --
22	BILL: No. I'm -- believe it or not, I'm in	22	WENDY FRANCO: What --
23	Georgia, but I've been working for -- I'm managing --	23	REEVE TYNDALL: -- sorry. So you would
24	I help this -- I help this team and I help another	24	have, like -- do you have the contract with the vendor
25	team.	25	and, like, inventory return and all that sort of

9 (Pages 33 to 36)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001262

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>37</p> <p>1 stuff?</p> <p>2 WENDY FRANCO: Yeah.</p> <p>3 REEVE TYNDALL: Or do --</p> <p>4 WENDY FRANCO: The vendors we work with,</p> <p>5 we've been working with them for the past nine years,</p> <p>6 so we've actually built pretty solid relationships</p> <p>7 with them.</p> <p>8 REEVE TYNDALL: Okay.</p> <p>9 WENDY FRANCO: So, yeah, we -- we negotiate</p> <p>10 with them; we can negotiate pricing; there's a lot of</p> <p>11 back-and-forth communication. They're very familiar</p> <p>12 with Steven and our team, so, yeah. Anything that</p> <p>13 needs to get done gets done --</p> <p>14 REEVE TYNDALL: Okay.</p> <p>15 WENDY FRANCO: -- with -- with our vendors.</p> <p>16 Now, as far as returns with Amazon for an item that's</p> <p>17 defective, generally, because we check the items on</p> <p>18 our end, the items are usually good to go and we send</p> <p>19 them to the fulfillment center. Now, when they do</p> <p>20 arrive at the fulfillment center and let's say the</p> <p>21 item is -- is returned from a consumer, right?</p> <p>22 REEVE TYNDALL: Yeah.</p> <p>23 WENDY FRANCO: Then at that point -- give me</p> <p>24 just a sec, someone's calling here -- so at that</p> <p>25 point, generally, it could have gotten damaged through</p>	<p>39</p> <p>1 defective and it's because the customer is not happy,</p> <p>2 then, yes, it'll roll back to you, right --</p> <p>3 REEVE TYNDALL: Okay.</p> <p>4 WENDY FRANCO: -- because it's going to</p> <p>5 happen in any business, but the good news, [REDACTED] is we</p> <p>6 work with consumer name brands, so we're working with</p> <p>7 top U.S. brands, kind of like Bill said. You know,</p> <p>8 toilet paper, Tide detergent, you know, Clorox wipes.</p> <p>9 These are things people are familiar with, that are --</p> <p>10 they understand how it works. They're not necessarily</p> <p>11 going to be unhappy, right, because you're not</p> <p>12 reinventing the wheel with a new product or a brand</p> <p>13 that nobody knows about.</p> <p>14 So, generally, returns are pretty low for</p> <p>15 this. We're talking about, like 2 percent.</p> <p>16 REEVE TYNDALL: Okay. Okay. And, then,</p> <p>17 like, would -- would -- would I just write off that</p> <p>18 inventory, or could it be resold, or how does that</p> <p>19 work, I guess?</p> <p>20 WENDY FRANCO: Yeah. So when it comes to</p> <p>21 that, do you mean like the inventory that's returned</p> <p>22 because somebody doesn't like it?</p> <p>23 REEVE TYNDALL: Yeah, just like -- yeah, if</p> <p>24 I'm selling, like, if I'm selling Kleenex and they</p> <p>25 send it back because they don't like the color of the</p>
<p>38</p> <p>1 the shipping process, which happens pretty frequently</p> <p>2 with Amazon. So what we do is we actually file a</p> <p>3 claim with Amazon, and Amazon pretty much takes care</p> <p>4 of it --</p> <p>5 REEVE TYNDALL: Okay.</p> <p>6 WENDY FRANCO: -- in most cases. So,</p> <p>7 obviously, there could be situations where it may</p> <p>8 happen our fault, whatever it is, but we take care of</p> <p>9 the claim, depending on what the claim is.</p> <p>10 REEVE TYNDALL: Okay.</p> <p>11 WENDY FRANCO: But for defective items, most</p> <p>12 of the time, Amazon takes care of it.</p> <p>13 REEVE TYNDALL: Okay. And, then, like, in</p> <p>14 terms of, like, policies around, like, returning,</p> <p>15 like, items not because they're defective or damaged</p> <p>16 but just because the customer doesn't want it, like,</p> <p>17 how does that work? Do you guys set that policy,</p> <p>18 or --</p> <p>19 WENDY FRANCO: Yeah, I mean, it'll happen.</p> <p>20 Amazon does have a pretty lenient policy when it comes</p> <p>21 to returns.</p> <p>22 REEVE TYNDALL: Okay.</p> <p>23 WENDY FRANCO: They want to make sure the</p> <p>24 customer is happy at the end of the day. So if it</p> <p>25 doesn't have anything to do with a defect, like</p>	<p>40</p> <p>1 box, like I don't know, I guess I couldn't really</p> <p>2 resell it necessarily, but I guess --</p> <p>3 WENDY FRANCO: Yeah.</p> <p>4 REEVE TYNDALL: -- do you -- I just write it</p> <p>5 off, or, like, how does that work, I guess, yeah.</p> <p>6 WENDY FRANCO: You would just write it off.</p> <p>7 REEVE TYNDALL: Okay.</p> <p>8 WENDY FRANCO: It's going to come back.</p> <p>9 It's going to come back directly to our fulfillment</p> <p>10 centers.</p> <p>11 REEVE TYNDALL: Okay.</p> <p>12 WENDY FRANCO: Sorry, not our fulfillment</p> <p>13 center, our warehouse.</p> <p>14 REEVE TYNDALL: Okay.</p> <p>15 WENDY FRANCO: You just take it as, like, a</p> <p>16 small loss, right?</p> <p>17 REEVE TYNDALL: Okay.</p> <p>18 WENDY FRANCO: Keep into consideration the</p> <p>19 numbers that Bill was showing you was pretty much</p> <p>20 taking into consideration that, and it's -- and, also</p> <p>21 -- also taking into consideration that you're not</p> <p>22 going to sell all of your inventory, right?</p> <p>23 REEVE TYNDALL: Sure.</p> <p>24 WENDY FRANCO: If you're -- it's -- it's</p> <p>25 impossible, unless it's toilet paper and it's COVID.</p>

10 (Pages 37 to 40)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001263

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>41</p> <p>1 REEVE TYNDALL: Yeah.</p> <p>2 WENDY FRANCO: But aside from that, if you</p> <p>3 have a good company that you're working with, you're</p> <p>4 looking at selling 70 to 80 percent of the inventory.</p> <p>5 REEVE TYNDALL: Okay.</p> <p>6 WENDY FRANCO: If you have a bad company,</p> <p>7 you're looking at like 30 percent, right?</p> <p>8 REEVE TYNDALL: Sure.</p> <p>9 WENDY FRANCO: So our aim is obviously to</p> <p>10 have that high percentage and make sure that we're</p> <p>11 selling most of the inventory off, so...</p> <p>12 REEVE TYNDALL: Okay. And, then, in terms</p> <p>13 of pricing, I was just reading through. I guess you</p> <p>14 guys price it and, like, how does that work, and,</p> <p>15 like, I would imagine I'd have, like, a lot of</p> <p>16 competitors, like how does that work?</p> <p>17 WENDY FRANCO: Yeah. So we have AI</p> <p>18 software, which is going to be integrated into your</p> <p>19 store. The software is connected to the Amazon</p> <p>20 analytics, so it can actually show us which items are</p> <p>21 trending, but it can also show us which items are low</p> <p>22 in competition.</p> <p>23 REEVE TYNDALL: Okay.</p> <p>24 WENDY FRANCO: So based on that, we do try</p> <p>25 to price it out so that it's better than the</p>	<p>43</p> <p>1 WENDY FRANCO: Yeah, absolutely, [REDACTED]</p> <p>2 because I want to make sure you have two options on</p> <p>3 the table. I want to make sure it's what feels most</p> <p>4 comfortable.</p> <p>5 REEVE TYNDALL: Sure.</p> <p>6 WENDY FRANCO: Our done-for-you, we're all</p> <p>7 about it. You know, we -- we want most of our clients</p> <p>8 to either go for the done-for-you or eventually</p> <p>9 transition, but we're also, like, not going to push</p> <p>10 it. We want to make sure you're comfortable because</p> <p>11 you're brand new to FBA. So we do have the done-with-</p> <p>12 you model.</p> <p>13 Now, with the done-with-you model, it is</p> <p>14 16K.</p> <p>15 REEVE TYNDALL: Okay.</p> <p>16 WENDY FRANCO: With inventory, the -- you</p> <p>17 need to be working with, you know, at last 20 to 30K,</p> <p>18 which you are, so, I mean, you'd completely qualify</p> <p>19 for it. The way it works is with the done-with-you</p> <p>20 model, it's generally a 90-day model. It might be a</p> <p>21 little bit more than that, but it's generally 90 days.</p> <p>22 And the way it works is we completely manage -- we'll</p> <p>23 still manage the store for you. We do 999 percent of</p> <p>24 the work, but at the same time, we are mentoring you</p> <p>25 along the way. So everything we're doing, we're</p>
<p>42</p> <p>1 competition, but there's a little repricing tool</p> <p>2 that's -- that we've included in the sales support</p> <p>3 software, so the -- the repricing tool will actually</p> <p>4 reprice your item so that it's better than the</p> <p>5 competition. So I'm talking about literally one cent</p> <p>6 less.</p> <p>7 REEVE TYNDALL: Okay.</p> <p>8 WENDY FRANCO: Because some people will</p> <p>9 filter it to cheapest, right --</p> <p>10 REEVE TYNDALL: Yeah.</p> <p>11 WENDY FRANCO: -- and, like,</p> <p>12 psychologically, I don't know, it's just how -- how</p> <p>13 the human brain works. They'll -- they'll usually</p> <p>14 (inaudible) so it can boost up sales by 50 percent.</p> <p>15 So the purpose of this is to help so that yours is</p> <p>16 better than the competition.</p> <p>17 REEVE TYNDALL: Okay.</p> <p>18 WENDY FRANCO: Yeah.</p> <p>19 REEVE TYNDALL: Yeah, no, that -- that makes</p> <p>20 sense. I think that's the -- the big questions I</p> <p>21 have. I -- I don't know if -- you mentioned something</p> <p>22 about another -- the --</p> <p>23 WENDY FRANCO: Model?</p> <p>24 REEVE TYNDALL: -- model or -- yeah, yeah,</p> <p>25 yeah. I don't know if you want to -- yeah.</p>	<p>44</p> <p>1 showing you, like if we put together a purchase order,</p> <p>2 we're going to show you the purchase order so just</p> <p>3 kind of how you saw the numbers with Bill, we're going</p> <p>4 to show it to you so you understand, you know, how</p> <p>5 much a product is costing you, what the Amazon fees</p> <p>6 are, what your profits are before we pull through an</p> <p>7 order. So there's a lot of transparency in this model</p> <p>8 because we want you to learn how FBA works.</p> <p>9 There's one-on-one mentorship with Steven,</p> <p>10 so all of that's inclusive, but as you can see, we're</p> <p>11 still doing all the work for you. Now, as far as</p> <p>12 profit sharing, there is no profit split here.</p> <p>13 REEVE TYNDALL: Okay.</p> <p>14 WENDY FRANCO: During the 90-day model, you</p> <p>15 keep 100 percent of your profits. The goal, our</p> <p>16 guarantee for this model, so it's 16K up-front, and</p> <p>17 then the guarantee is we need to get your store to 20K</p> <p>18 in revenue, so \$20,000 in revenue in those 90 days or</p> <p>19 -- or we pretty much just have to keep working until</p> <p>20 we get there.</p> <p>21 REEVE TYNDALL: Okay.</p> <p>22 WENDY FRANCO: So that's the model. Now, as</p> <p>23 far as the done -- done-for-you, if you want to after</p> <p>24 the program is -- after the 90 days are up or once</p> <p>25 we've gotten to that guarantee, you do still have the</p>

11 (Pages 41 to 44)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001264

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>45</p> <p>1 option of the done -- done-for-you model. You would 2 just pay the difference. 3 REEVE TYNDALL: I see. 4 WENDY FRANCO: So that -- 5 REEVE TYNDALL: Oh, okay. 6 WENDY FRANCO: -- paid -- so it's not like 7 you're going to pay another 30 -- yeah. 8 REEVE TYNDALL: Okay. 9 WENDY FRANCO: So it's 30 minus 16 -- I 10 think that's, what 19? You would just pay that, and 11 pretty much we'll just take over your store, and then 12 you don't have to do anything from there. Does that 13 make sense? 14 REEVE TYNDALL: Yeah, no, that -- that 15 totally makes sense, and it sounds -- it sounds fair, 16 yeah. 17 WENDY FRANCO: Yeah, yeah. 18 REEVE TYNDALL: Yeah. 19 WENDY FRANCO: It's -- it's amazing. I love 20 that we have both options, but obviously most of our 21 clients initially start with a -- the done with you 22 model, just because they want to get a taste of FBA, 23 and they'll transition to done-for-you, but if you 24 want to just go into it, we can do that as well. What 25 do you feel more comfortable with, [REDACTED]</p>	<p>47</p> <p>1 can kind of compare and kind of make the choice from 2 there, or -- 3 WENDY FRANCO: I can send it to you, but 4 I'll tell you right now, it's -- it's pretty much -- 5 the -- the only difference is obviously you're going 6 to pay less, you're going to pay 16K. 7 REEVE TYNDALL: Okay. 8 WENDY FRANCO: There is a guarantee of 20K. 9 So those are like the notes, so 16K is your fee; there 10 is a guarantee of getting you to 20,000 in revenue in 11 90 days or we work for free; and there is no profit 12 split. 13 REEVE TYNDALL: Okay. 14 WENDY FRANCO: That's pretty much it. It 15 literally involves maybe -- I know you're -- I know 16 you work full-time, but maybe one to two hours a week 17 of your time. 18 REEVE TYNDALL: Okay. 19 WENDY FRANCO: Probably one hour, to be 20 honest with you, because the building phase, we don't 21 need to incorporate you too much with the building 22 phase. It's just a lot of, like, tedious work that 23 needs to get done at the back end. 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: It's more of, like, you know,</p>
<p>46</p> <p>1 REEVE TYNDALL: Ooh, that's a good question. 2 Part of me just wants to go for it. 3 WENDY FRANCO: It's completely up to you, 4 yeah. 5 REEVE TYNDALL: Yeah. 6 WENDY FRANCO: It's completely up to what 7 our client wants -- 8 REEVE TYNDALL: Yeah. 9 WENDY FRANCO: -- at the end of the day, so 10 -- 11 REEVE TYNDALL: Okay. 12 WENDY FRANCO: -- if you're, like, I just 13 want to go all in, cool. 14 REEVE TYNDALL: Okay. 15 WENDY FRANCO: If you want to test the 16 market, cool. You can let me know -- 17 REEVE TYNDALL: Okay. Yeah, you know, I was 18 reading through the proposal that Steven sent about -- 19 WENDY FRANCO: Yeah. 20 REEVE TYNDALL: -- is that the -- 21 WENDY FRANCO: Yeah. 22 REEVE TYNDALL: -- could you -- 23 WENDY FRANCO: The -- 24 REEVE TYNDALL: -- yeah, could you, like, 25 send me that for the done -- the other one, just so I</p>	<p>48</p> <p>1 just you understanding how to manage your business. 2 Now, it doesn't mean that you're going to manage it on 3 your own; you can if you want to after the 90 days. 4 But it just gives you an understanding of how -- 5 because it's your business, of how FBA works, so even 6 if we take control, you still know what's going on in 7 the back end, if that makes sense. 8 REEVE TYNDALL: Okay. Okay. 9 WENDY FRANCO: Just -- that's -- honestly, 10 that's it. Like, I could send you the contract, but 11 it's really -- it's more of the deciding factor of 12 what -- what you feel is more aligned for you in this 13 moment. Do you want us to completely take over, or do 14 you want to learn a little bit along the way, test the 15 waters, and then transition? 16 REEVE TYNDALL: It seems like it's kind of a 17 -- because I can always just pay the difference, 18 right, and go to the done. So maybe -- yeah, maybe -- 19 maybe I want to start with the done -- done-with-you, 20 and then -- 21 WENDY FRANCO: Okay. 22 REEVE TYNDALL: -- and then see how it's 23 going. I mean, the -- the no profit split, I mean, 24 looking at the numbers -- 25 WENDY FRANCO: That's cool, right?</p>

12 (Pages 45 to 48)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001265

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

49	51
<p>1 REEVE TYNDALL: -- obviously, yeah. So 2 maybe -- yeah, maybe I can see how I'm doing and then 3 -- and then go from there, and so the buildout would 4 be kind of the same of, like, you guys -- 5 WENDY FRANCO: Everything would be the same, 6 yeah. Everything's the same. The only difference is, 7 like -- it's, like, there's a little bit more -- just 8 like I said, it's more mentorship of you learning a 9 little bit of what's going on here and there. But, 10 yeah, you -- you'll get full profit, you know? And 11 then you can decide after the 90 days. You might want 12 to manage it on your own, great. Obviously, we want 13 you to do the done-for-you model. That's -- you know, 14 we want our clients to be long-term, but it will be 15 your choice at the end of the day. 16 REEVE TYNDALL: Okay. Yeah, well, let's -- 17 yeah. I think I'm going to do that and go forward on 18 that. 19 WENDY FRANCO: All right. 20 REEVE TYNDALL: Yeah, yeah. Yeah. 21 WENDY FRANCO: Well, let's go ahead and get 22 this process started. 23 REEVE TYNDALL: Okay. 24 WENDY FRANCO: Yeah, and then you can 25 also -- like I said, you'll be able to keep your</p>	<p>1 me. 2 WENDY FRANCO: Okay. 3 REEVE TYNDALL: But I can -- I can do it 4 tonight when I get home. 5 WENDY FRANCO: Okay. 6 REEVE TYNDALL: Yeah. 7 WENDY FRANCO: Are you going to be doing -- 8 is it going to be, like, all -- like U.S. Bank, are 9 you going to do that, or are you -- 10 REEVE TYNDALL: Yeah, I think -- I'll -- 11 I'll do a bank, yeah. 12 WENDY FRANCO: Yeah. 13 REEVE TYNDALL: Yeah. 14 WENDY FRANCO: You can usually -- what bank 15 do you use? 16 REEVE TYNDALL: I'm Wells Fargo, yeah. 17 WENDY FRANCO: Oh, perfect. 18 REEVE TYNDALL: Yeah. 19 WENDY FRANCO: Yeah, because you can just 20 connect it. It's just easy when you do the U.S. Bank 21 feature. It just connects it there. 22 REEVE TYNDALL: Okay. 23 WENDY FRANCO: Okay, perfect. So I'm really 24 excited for you, [REDACTED] Let's do this, actually, 25 because I want to make sure once you do the payment</p>
50	52
<p>1 profits. You'll be able to see how everything is 2 working, the ins and outs, because FBA can be a little 3 bit complicated at the beginning, but it's, you know, 4 great when you have a supportive team like us to 5 pretty much help you through this process, because 6 this is all brand new to you. 7 REEVE TYNDALL: Yeah. 8 WENDY FRANCO: Okay, cool. So I just sent 9 you a payment link on there. Let me know if you see 10 that. 11 REEVE TYNDALL: Okay. Is that the 12 Buy.Stripe? 13 WENDY FRANCO: Yeah. So if you click on 14 that -- 15 REEVE TYNDALL: Okay. 16 WENDY FRANCO: -- you can pay with a card, 17 you can do U.S. Bank. I mean, you could do 18 (inaudible) but, you know, probably card -- 19 REEVE TYNDALL: Yeah. 20 WENDY FRANCO: -- or you -- whatever feels 21 more comfortable. Are you able to go ahead and make 22 the payment right now so I can get you set up for the 23 onboarding? 24 REEVE TYNDALL: Actually, I'm not because 25 I'm, like, at work, and I don't have my checkbook with</p>	<p>1 tonight I can get you onboarded. 2 REEVE TYNDALL: Okay. 3 WENDY FRANCO: What time are you available 4 tomorrow? 5 REEVE TYNDALL: I mean, this time works -- 6 works the best. It's -- you know, just right before 7 work, yeah. 8 WENDY FRANCO: All right, cool. So I'll 9 send you a little calendar -- 10 REEVE TYNDALL: Yeah. 11 WENDY FRANCO: -- invite. Just so I can get 12 your onboarded process set up and we can get the ball 13 rolling. 14 REEVE TYNDALL: Okay. 15 WENDY FRANCO: Do you have any other 16 questions you can possibly think of? 17 REEVE TYNDALL: No. I mean, if you could 18 just send me the -- do I have to sign a contract, 19 or -- 20 WENDY FRANCO: Yes. 21 REEVE TYNDALL: Okay. 22 WENDY FRANCO: I'm going to have Steven send 23 you the contract -- 24 REEVE TYNDALL: Okay. 25 WENDY FRANCO: -- for this model. Once</p>

13 (Pages 49 to 52)

For The Record, Inc.

(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001266

Google Meet Call with FBA Machine 2-7-2024

2/7/2024

<p>53</p> <p>1 again, go -- definitely read over it -- 2 REEVE TYNDALL: Okay. 3 WENDY FRANCO: -- but it -- it's just still 4 slight little differences for this. 5 REEVE TYNDALL: Okay. 6 WENDY FRANCO: And, then, of course, like I 7 said, I promise that done -- done-for-you model is 8 going to be completely on the table for you. After 9 the 90 days, you and me will talk again, and hopefully 10 you're ready for that and we can transition you then. 11 REEVE TYNDALL: Okay. Sounds great. 12 WENDY FRANCO: All right, [REDACTED] -- 13 REEVE TYNDALL: Awesome. 14 WENDY FRANCO: -- well, it was great 15 connecting with you. Enjoy the rest of your day, and 16 we'll speak again tomorrow. 17 REEVE TYNDALL: Okay. Sounds good. Okay, 18 thanks. Yep, okay. 19 WENDY FRANCO: (Inaudible). 20 REEVE TYNDALL: Yep, bye. 21 (Call concluded.) 22 23 REEVE TYNDALL: My name is Reeve Tyndall. 24 I'm an investigator at the Federal Trade Commission. 25 The time is now 9:50 a.m. Eastern Time. The date is</p>	<p>55</p> <p>1 CERTIFICATE OF TRANSCRIPTIONIST 2 3 4 I, Sara J. Vance, do hereby certify that the 5 foregoing proceedings and/or conversations were 6 transcribed by me via CD, videotape, audiotape or 7 digital recording, and reduced to typewriting under my 8 supervision; that I had no role in the recording of 9 this material; and that it has been transcribed to the 10 best of my ability given the quality and clarity of 11 the recording media. 12 I further certify that I am neither counsel 13 for, related to, nor employed by any of the parties to 14 the action in which these proceedings were 15 transcribed; and further, that I am not a relative or 16 employee of any attorney or counsel employed by the 17 parties hereto, nor financially or otherwise 18 interested in the outcome of the action. 19 20 21 DATE: 2/26/2024 s/Sara J. Vance 22 SARA J. VANCE, CERT 23 24 25</p>
<p>54</p> <p>1 February 7th, 2024. That was a conversation with 2 Wendy Franco at the FBA Machine via Google Meet. This 3 ends the recording. 4 (The recording was concluded.) 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	

14 (Pages 53 to 55)

For The Record, Inc.
(301) 870-8025 - www.ftrinc.net - (800) 921-5555

Attachment T

PX20

001267

MANAGEMENT SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is effective as of _____ the “Effective Date”) by and between theFBAMachine INC, a Corporation located in Wilmington, Delaware, (“TheFBAMachine”) and _____ a Corporation with an address of _____ (“Business”). TheFBAMachine and Business may each be referred to as a “Party” and collectively as the “Parties.”

In consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Term:** This Agreement shall commence on the Effective Date and stay in full force and effect until the Business or TheFBAMachine terminated pursuant to the terms herein,.
2. **TheFBAMachine’s Services and Compensation:** TheFBAMachine is being hired to establish, manage and operate the Business’s Amazon Storefront. Further, TheFBAMachine shall provide the Services described on the Schedule of Services attached hereto as “Schedule A”. As consideration for the Services, TheFBAMachine shall be paid in accordance with the compensation schedule outlined in “Schedule A”.
3. **Termination:** In the event of early termination by Business, theFBAMachine shall be entitled to retain all payments made by Business obligated under this Agreement. TheFBAMachine may terminate this Agreement at any time by providing a minimum of two weeks prior written notice to Business. If theFBAMachine terminates this Agreement early, they shall remit a prorated amount to Business for services not yet rendered, unless the Business commits a material breach of the terms of this Agreement.
4. **Work-For-Hire, Property Inventions and Patents:** Except to the extent expressly set forth on the applicable Schedule of Services, any Services and Work Products rendered will be the sole property of Business and, to the extent permitted by law, shall be considered works-made-for-hire. Without further compensation, TheFBAMachine agrees to promptly disclose to Business, and assign and agree to assign to Business or its designee, their respective entire right, title, and interest in and to all Work Product (a) which TheFBAMachine or any subcontractors, as applicable, may solely or jointly develop or reduce to practice in connection with or arising out of the Services, (b) which are aided by the use of time, material or facilities of Business, whether or not during working hours, or (c) which relate to any of the work of TheFBAMachine or any Professional, as applicable, during the Term.
5. **TheFBAMachine Representations and Indemnification:** TheFBAMachine represents and warrants the following: (a) TheFBAMachine will personally perform the Services; (b) TheFBAMachine will defend, indemnify, and hold harmless Business and Business’s directors, employees, officers, and assigns harmless from and against any loss, damage, liability, claim demand, suit, proceeding, and expenses (including reasonable attorneys’ fees and costs) resulting from any third party claim or any portion thereof infringes the copyright, patent, trade secret or other intellectual property of such third party. TheFBAMachine further indemnifies, agrees to defend and hold harmless Business for any third party or subcontractor claim for damages for personal injury and or property damage arising from the negligence or willful misconduct of TheFBAMachine.
6. **Nondisclosure and Nonuse of Confidential Information:** Parties acknowledge that: (a) the Confidential Information (as hereinafter defined) is a valuable, special, and unique asset, the unauthorized disclosure or use of which could cause substantial injury and loss of profits and goodwill to the other Party; (b) by reason of the delivery of the Services, the Parties will have access to the Confidential Information. Parties therefore, acknowledges that it is in each Parties legitimate business interest to restrict each other’s disclosure or use of Confidential Information for any purpose other than in connection with their performance hereunder, and to limit any potential misappropriation of such Confidential Information by the other Party.
 - 7.1 Business will not disclose or use at any time, either during the Term or thereafter, any Confidential Information (as hereinafter defined) of which Business is or becomes aware, whether or not such information is developed by Business, except to the extent that such disclosure or use is directly related to and required by Business’s performance in good faith or has been expressly authorized by TheFBAMachine; provided, however, that this sentence shall not be deemed to prohibit Business from complying with any subpoena, order, judgment, or decree of a court or governmental or regulatory body of competent jurisdiction (an “Order”); provided, further, however, that (a) Business agrees to provide TheFBAMachine with prompt written notice of any such Order and to assist TheFBAMachine, at CoBrand’s expense, in asserting any legal challenges to or appeals of such Order that TheFBAMachine in its sole discretion pursues, and (b) in complying with any such Order, Business shall